

LIBRARY
SUPREME COURT, U. S.

TRANSCRIPT OF RECORD

Exhibit Volume

Supreme Court of the United States

OCTOBER TERM, 1964

No. 240

LOCAL UNION NO. 189, AMALGAMATED MEAT CUT-
TERS AND BUTCHER WORKMEN OF NORTH
AMERICA, AFL-CIO, ET AL., PETITIONERS,

vs.

JEWEL TEA COMPANY, INC.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED JULY 2, 1964
CERTIORARI GRANTED OCTOBER 12, 1964

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1964

No. 240

LOCAL UNION NO. 189, AMALGAMATED MEAT CUT-
TERS AND BUTCHER WORKMEN OF NORTH
AMERICA, AFL-CIO, ET AL., PETITIONERS,

vs.

JEWEL TEA COMPANY, INC.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE SEVENTH CIRCUIT

INDEX TO EXHIBIT VOLUME

Original Print

Record from the United States District Court for
the Northern District of Illinois, Eastern Divi-
sion

Plaintiff's exhibits:

1—Map of Chicago Metropolitan Area	2	1
2—Letter from R. Emmett Kelly, Secretary- Treasurer, Amalgamated Meat Cutters, to membership of Local 546, dated February 2, 1954	3	2
3—Sign posted at meat markets	5	4
6—Collective bargaining contract—Amalga- mated Meat Cutters and Butcher Workmen of America, AFL-CIO—Service contract, 1959-1961	6	5
7—Collective bargaining contract—Amalga- mated Meat Cutters and Butcher Workmen of America, AFL-CIO—Self-Service con- tract, 1959-1961	12	11

RECORD PRESS, PRINTERS, NEW YORK, N. Y., NOVEMBER 13, 1964

Record from the United States District Court for
the Northern District of Illinois, Eastern Division—Continued

Plaintiff's exhibits—Continued

8—Collective bargaining contract—Amalgamated Meat Cutters and Butcher Workmen of America, AFL-CIO—Service contract, 1961-1964	18	17
9—Collective bargaining contract—Amalgamated Meat Cutters and Butcher Workmen of America, AFL-CIO—Self-Service contract, 1961-1964	19	18
10—Letter from E. T. Vorbeck, Jewel Tea Co., Inc., to R. Emmett Kelly, dated November 13, 1961	20	19
11, 11A—Postcard ballot of Union, dated October 4, 1962	23	22
12—Sample survey form for night service	24	23
12E—Master tabulation of survey results	25	24
13—Charter showing comparison weekly sales, payroll & earnings—for 9 stores vs. company average before and after night hour sale of meat	26	25
16—Chart showing loss of profits because Jewel unable to sell meat at night except in 33 stores	27	26
17—Excerpts from survey of Chicago Area homemakers' opinions concerning fresh meat purchasing after 6 p.m.—summary report—a study conducted by Market Facts, Inc.	28	27
18C—Statement showing Chicago Metropolitan Area Labor Force	32	31
19—Statement showing estimated costs that would be incurred if all Jewel stores were closed (by strike) in late 1957	33	32
22—Inter-office memorandum from C. A. Cantrell to Walter Santeler, dated April 9, 1959	34	33

Record from the United States District Court for
the Northern District of Illinois, Eastern Division—Continued

Defendants' exhibits:

8—Stipulation re number of markets and employees of named employers in Chicago area	35	34
11—Letter from R. Emmett Kelly to E. E. Hargrave, Vice-President, Jewel Food Stores, dated July 22, 1957	36	35
12—Reply letter from E. T. Vorbeck to R. Emmett Kelly, dated July 30, 1957	37	36
13—Letter from R. E. Kelly to E. E. Hargrave, dated August 8, 1957	38	37
14—Contract demands of 1957 submitted by the Affiliated Local Union Negotiating Committee and covering Meat Cutter Locals Nos. 189, 262, 320, 546, 547, 571 and 638	39	38
15—Letter from E. T. Vorbeck to C. H. Bro- mann, Associated Food Dealers of Greater Chicago, Inc., dated August 30, 1957	41	40
16—Letter from Winston, Strawn, Smith & Patterson to Jewel Food Stores, dated Oc- tober 2, 1957	43	42
17—Offer made to Union on November 1, 1957 on behalf of Jewel Tea Co., Inc.	44	44
18—Proposal made to the Union on November 12, 1957 in behalf of the Industry, exclud- ing Associated	47	47
19—Proposal made to the Union on November 15, 1957 in behalf of the Industry, includ- ing Associated	51	51
20—Proposal of Union Negotiating Committee to Industry, November 20, 1957	53	53
21—Letter from E. T. Vorbeck to R. Emmett Kelly, dated November 22, 1957	56	56
21A—Offer made November 22, 1957 on behalf of Jewel Tea Co., Inc.	58	58

Record from the United States District Court for
the Northern District of Illinois, Eastern Division—Continued

Defendants' exhibits—Continued

31—Pamphlet entitled "Consumer Expenditures for Meat by Cities," issued by American Meat Institute for 1951	62	62
32—Pamphlet entitled "Food Consumption of Households in the United States," issued by U.S. Dept. of Agriculture for 1955—Report No. 1	73	73
33—Pamphlet entitled "Dietary Levels of Households in the United States," issued by U.S. Dept. of Agriculture for 1955—Report No. 6	77	77
34—Letter from R. Emmett Kelly to Jewel Tea Co., dated June 4, 1959	80	80
35—Contract demands submitted to Employers July 9, 1959 by Amalgamated Meat Cutters Locals Nos. 189, 262, 320, 546, 547, 571 and 638	81	81
36—List of 12 restrictions in the contracts and practices of Chicago Meat Cutter Locals	83	83
37—Contract demands submitted to Employers July 27, 1961 by Amalgamated Meat Cutters Locals Nos. 189, 262, 320, 546, 547, 571 and 638	84	85
38—Proposed contract—Amalgamated Meat Cutters & Butcher Workmen of North America, AFL-CIO—September 11, 1961	88	90
39—Memorandum of settlement agreement reached November 16, 1961 between the Union's Negotiation Committee and Employers of the Union Members	107	109
40-40Q—Collective bargaining agreements between defendant Local 546 and various employers in Chicago, Illinois, area in following years:		
40—1920	112	115
40A—1937-1938	113	116

INDEX

v

Original Print

Record from the United States District Court for
the Northern District of Illinois, Eastern Divi-
sion—Continued

Defendants' exhibits—Continued

40-40Q—Collective bargaining agreements be-
tween defendant Local 546 and vari-
ous employers in Chicago, Illinois,
area in following years—Continued

40B—1940	114	117
40C—1942	115	118
40D—1943	116	119
40E—1944	117	120
40F—1945-1946	118	121
40G—1946	121	124
40H—1947	125	128
40I—1948	129	132
40J—1949	133	136
40K—1951	137	140
40L—1952 (Self-Service Contract)	141	144
40M—1952 (Service Contract)	146	149
40N—1953 (Self-Service Contract)	150	153
40O—1953 (Service Contract)	154	157
40P—1955 (Self-Service Contract)	158	161
40Q—1955 (Service Contract)	163	166

41—Proposal made to the Union on November
12, 1957, in behalf of the Industry, ex-
cluding Associated

168 171

42—Proposal made to the Union on November
15, 1957, in behalf of the Industry, includ-
ing Associated

171 174

43—Minutes of Local 546 Special Contract
Meeting on November 24, 1957

174 177

44—Minutes of Local 546 Special Contract
Meeting on December 13, 1959

198 204

45—Minutes of Local 546 Special Contract
Meeting on November 26, 1961

213 222

Clerk's certificates—(U.S.C.A. 7) (omitted in
printing)

239 254

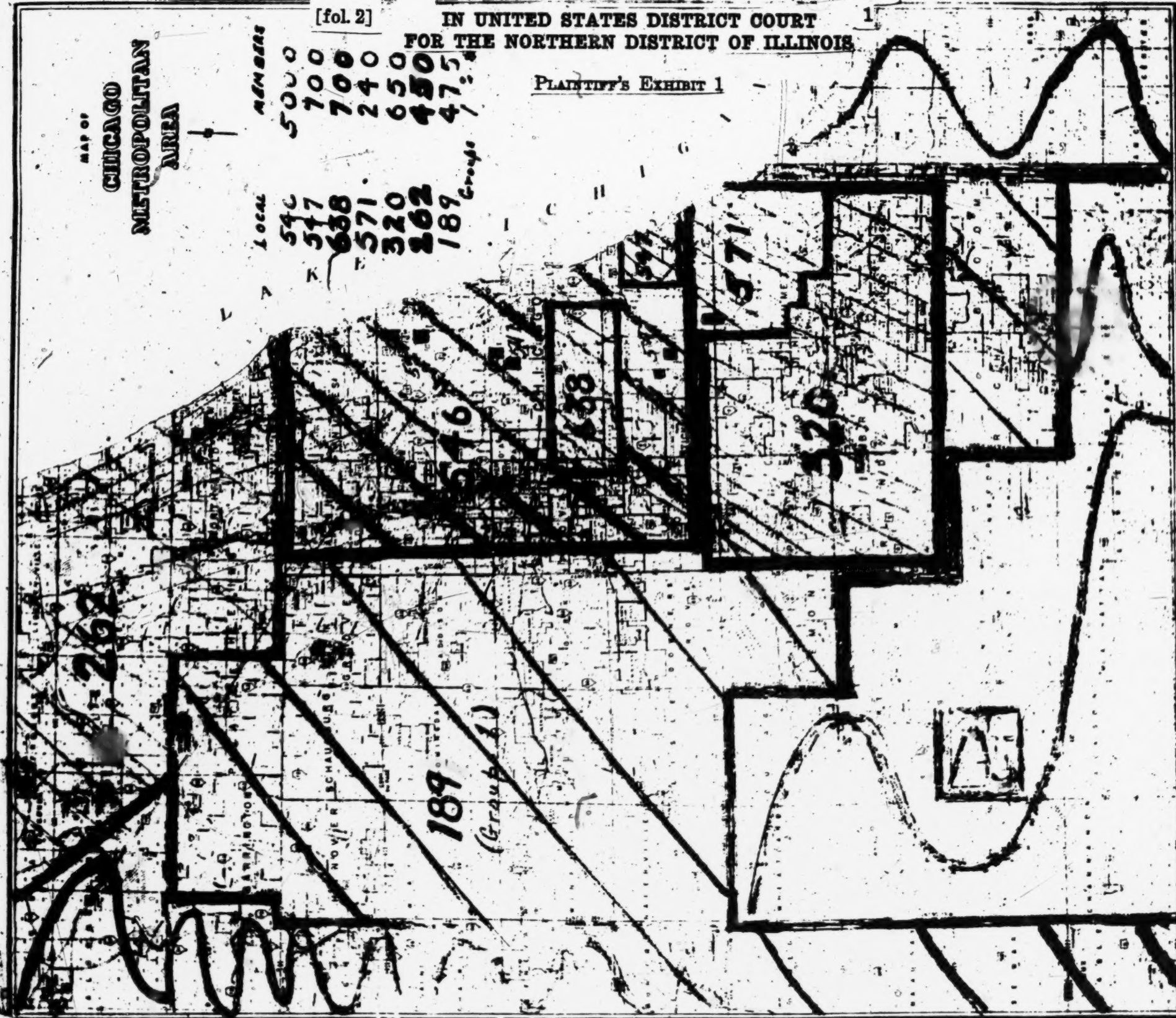
MAP OF
CHICAGO
METROPOLITAN
AREA

[fol. 2]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 1

LOCAL	MEMBERS
546	5000
547	700
638	700
571	240
320	650
262	450
189	475



AMALGAMATED MEAT CUTTERS

Affiliated with
AMERICAN FEDERATION OF LABOR
MINNEAPOLIS FEDERATION OF LABOR
CHICAGO FEDERATION OF LABOR

FILED 58C145

MAY 28 1963

R. EMMETT KELLY, SECRETARY-TREASURER
TELEPHONE FRANKLIN 2-0030

DOCKETED

130 NORTH WELLS ST. AT 12 O'CLOCK
ELBERT A. WAGNER, JR.
CLERK 606 • CHICAGO 6, ILLINOIS

February 2, 1954.

Dear Sir and Brother:

BACK TO THE "HORSE AND BUGGY" DAYS?

Recent newspaper articles being prepared by the heavy chain store advertisers indicate a campaign to bring about night meat sales.

THIS IS GOING BACKWARD AT LEAST FORTY YEARS

A very few greedy chain stores in Chicago and suburbs who only want to squeeze the small operator to death are now screaming that in the interest of "Mrs. Housewife" they must keep their meat markets open at night.

The interest of these major chains is not the public and never was. They only want more of the dollars on pay-day, but they can't say that, so they make it look like they want to do the customer a favor instead.

It's a matter of official record that in an employer-labor negotiating meeting of some three years ago, the representative of Jewel Foods (who was the Secretary of the company) stated "The reason we want night opening on Friday night is to get first whack at that pay check before the buyer can find other places to spend it".

True American ideals call for a free enterprise system wherein our members should have rightful opportunity of someday owning their own business. Under the selfish chain store plan this becomes next to impossible because they are attempting to "gobble up" every possible last dollar from the consuming public.

Reliable information at hand proves that at least three of the four major chains have joined hands in a concerted plan to turn the buying public against the meat cutters' Union. This is being done in the face of a Contract that sets forth the closing hour of 6 P. M. and still has another eight months to run.

PLAINTIFF

IN UNITED STATES
FOR THE NORTHERN

[fol. 3]

February 2, 1954.

Dear Sir and Brother:

BACK TO THE "HORSE AND BUGGY" DAYS?

Recent newspaper articles being prepared by the heavy chain store advertisers indicate a campaign to bring about night meat sales.

THIS IS GOING BACKWARD AT LEAST FORTY YEARS

A very few greedy chain stores in Chicago and suburbs who only want to squeeze the small operator to death are now screaming that in the interest of "Mrs. Housewife" they must keep their meat markets open at night.

The interest of these major chains is not the public and never was. They only want more of the dollars on pay-day, but they can't say that, so they make it look like they want to do the customer a favor instead.

It's a matter of official record that in an employer-labor negotiating meeting of some three years ago, the representative of Jewel Foods (who was the Secretary of the company) stated "The reason we want night opening on Friday night is to get first whack at that pay check before the buyer can find other places to spend it".

True American ideals call for a free enterprise system wherein our members should have rightful opportunity of someday owning their own business. Under the selfish chain store plan this becomes next to impossible because they are attempting to "gobble up" every possible last dollar from the consuming public.

Reliable information at hand proves that at least three of the four major chains have joined hands in a concerted plan to turn the buying public against the meat cutters' Union. This is being done in the face of a Contract that sets forth the closing hour of 6 P. M. and still has another eight months to run.

You as a member of this organization have clearly demonstrated your feelings in this regard on many occasions when you voted down such proposals in our Contract meetings. The Union office has a permanent file on such votes in the nature of a wire recording it has made for this purpose.

Don't be misled into changing your minds by any picture that supervisors might paint regarding additional money you might earn. Mr. E. E. Hargrave, a Vice-President of Jewel Foods has already said "that self-service meats

[fol. 3]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 2

would only require the services of one meat cutter between 6:00 and 9:00 P. M. So, you who work all day long and don't have enough to do should cut additional meat, to be sold at night without your gaining financially in any way.

Reporters from the newspapers handling chain store advertising have distorted and misquoted statements from your Union so as to make the employer look good and your Union bad. They will not print the true picture because they want the millions of dollars they profit from that advertising. If the chains really want to lower the cost of meat, as they say, why don't they shut off some of this foolish advertising (which nobody reads) and show it in a decrease in the prices of meat?

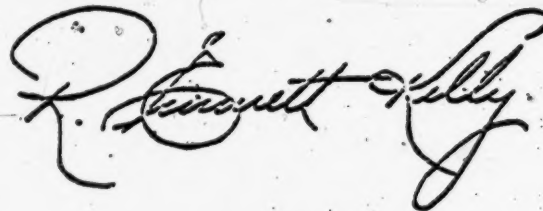
This is not the "gas light era", nor is it the "days of the steam calliope" when this Union, thirty and forty years ago, went around to the markets and closed them down at decent hours.

We have no intention of going backward to please "big capital" unless you as Union members want it that way. We think that when you voted for "no night operation" you were voting for your home life and the American right to share your time with your families.

It's just too bad that we can't get the proper cooperation from the Retail Clerks so that we could make this unanimous. It certainly would be easier if we could.

In conclusion permit me to state that we've done it alone in the past and will if necessary in the future. With your solid support and cooperation Chicago and Suburbs will always close every night of the week at the Union closing hour of 6 P. M.

Fraternally yours,



Secretary-Treasurer

REK:h
osiu 28

[fol. 4]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 3



PURSUANT TO AGREEMENT



with

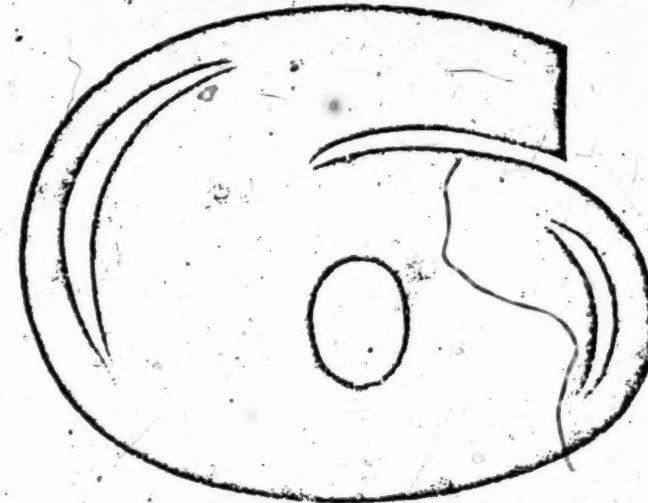
AMALGAMATED



MEAT CUTTERS

Market
Closed

AFTER



P.M.

FINED 50 CENTS
POCKETED

MAY 28 1963

Pf. Ex. 3.

AT 10 O'CLOCK
ALBERT A. WAGNER, JR.
CLERK

FILED

1959-61

EX. 6

MAY 28 1963

58C1415

DOCKETED

AMALGAMATED MEAT CUTTERS

130 NORTH WELLS STREET • FRANKLIN 2-0030 • CHICAGO 6

AFFILIATED WITH THE
 AFL-CIO
 ILLINOIS FEDERATION OF LABOR
 CHICAGO FEDERATION OF LABOR

R. EMMETT KELLY
 SECRETARY-TREASURER



SERVICE CONTRACT
AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.,
AFL-CIO

Articles of Agreement governing Service Meat Markets in the City of Chicago and County of Cook, entered into between

hereinafter called the "Employer," all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (AFL-CIO) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the 5th day of January, 1960.

INDEX

ARTICLE	SUBJECT	PAGE	ARTICLE	SUBJECT	PAGE
1	GENERAL		5	MARKET OPERATING HOURS	4
Section 1	Consideration	1	6	HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES	
2	Scope of Contract	1	Section 1	Holidays	4
3	Definitions	2	2	Vacation	4
4	Notices	2	3	Absences Due to Injuries	4
5	Partial Invalidity	2	4	Funeral Leave	4
6	Authority of Signing Parties	2	5	Jury Pay	4
7	Successors and Assigns	2	7	UNION-MANAGEMENT RELATIONS	
2	JURISDICTION	2	Section 1	Union Employees	4
3	WAGES		2	Union Shop	4
Section 1	Wage Rates--		3	Union Preference	5
Weekly, Extra Day and Overtime	3		4	Business Representatives	5
2	Payment of Extra Day Rates	3	5	Discharge	5
3	Extra Help	3	6	Display of Contract and Union Shop Cards	5
4	WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT		7	Withdrawal Cards	5
Section 1	Basic Workday	3	8	GRIEVANCES AND ARBITRATION	
2	Basic Workweek	3	Section 1	No Strike--No Lockout	5
3	Sixth Day Guarantee	3	2	Time Limit on Grievances	5
4	Overtime	3	3	Grievances and Arbitration	5
5	Inventory	3	9	TERM	
6	Restrictions on Apprentices	3	Section 1	Term	
7	Tools	3			

PLAINTIFF'S EXHIBIT

FOR THE NORTHERN DISTRICT

SERVICE CONTRACT **AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.,** **AFL-CIO**

Articles of Agreement governing Service Meat Markets in the City of Chicago and County of Cook, entered

into between hereinafter called the "Employer," all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (AFL-CIO) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the 5th day of January, 1960.

INDEX

ARTICLE	SUBJECT	PAGE	ARTICLE	SUBJECT	PAGE
1	GENERAL		5	MARKET OPERATING HOURS	4
Section 1	Consideration	1	6	HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES	
2	Scope of Contract	1	Section 1	Holidays	4
3	Definitions	2	2	Vacation	4
4	Notices	2	3	Absences Due to Injuries	4
5	Partial Invalidity	2	4	Funeral Leave	4
6	Authority of Signing Parties	2	5	Jury Pay	4
7	Successors and Assigns	2			
2	JURISDICTION	2	7	UNION-MANAGEMENT RELATIONS	
3	WAGES		Section 1	Union Employees	4
Section 1	Wage Rates—		2	Union Shop	4
	Weekly, Extra Day and Overtime	3	3	Union Preference	5
2	Payment of Extra Day Rates	3	4	Business Representatives	5
3	Extra Help	3	5	Discharge	5
4	WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT		6	Display of Contract and Union Shop Cards	5
Section 1	Basic Workday	3	7	Withdrawal Cards	5
2	Basic Workweek	3			
3	Sixth Day Guarantee	3	8	GRIEVANCES AND ARBITRATION	
4	Overtime	3	Section 1	No Strike—No Lockout	5
5	Inventory	3	2	Time Limit on Grievances	5
6	Restrictions on Apprentices	3	3	Grievances and Arbitration	5
7	Tools	3			
8	Clean-Up Time	4	9	TERM	
9	Rest Periods	4	Section 1	Initial Term	6
			2	Renewal Term	6
			3	Retroactivity	6

ARTICLE 1. GENERAL

Section 1. *Consideration.* For and in consideration of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

Section 2. *Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Service Meat Markets only within the geographical jurisdiction of Local 546, and that the hours, wages and other conditions of employment of Employer's meat department employees in Self-Service

[fol. 6]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 6

Meat Markets are covered by a separate contract. It is further agreed that the Employer shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

Section 3. Definitions.

(a) *Apprentice*: An apprentice is an employee who is in training to become a Journeyman butcher. Apprentices must be at least sixteen (16) years of age.

(b) *Journeyman*: After serving three (3) years of apprenticeship, an employee shall be classified as a Journeyman meat cutter and shall receive the Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in the Self-Service Contract.

If no fresh beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service Market and shall be operated in accordance with this Service Contract. It is further expressly understood and agreed that if all fresh beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under this Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in this Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of this Service Contract or a self-service market subject to the terms and conditions of the Self-Service Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 4. *Notices*. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago 6, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 5. *Partial Invalidity*. Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

Section 6. *Authority of Signing Parties*. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

Section 7. *Successors and Assigns*. This Agreement shall be binding upon the Employer herein and its successors and assigns.

ARTICLE 2. JURISDICTION

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except:

- (a) sliced boiled, baked or barbecued ham;
- (b) sliced packaged bacon;
- (c) sliced packaged dried beef;
- (d) sliced packaged Canadian bacon;
- (e) smoked sausage, smoked butts, smoked ribs and smoked hocks;
- (f) canned and glassed meats of all kinds;
- (g) all ready-to-eat-prepared meats; poultry, and fish;
- (h) frozen packaged fish;

efficient management of the market.

(d) *Self-Service and Service:* A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in the Self-Service Contract.

If no fresh beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service Market and shall be operated in accordance with this Service Contract. It is further expressly understood and agreed that if all fresh beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under this Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in this Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of this Service Contract or a self-service market subject to the terms and conditions of the Self-Service Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 4. *Notices.* All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago 6, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 5. *Partial Invalidity.* Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

Section 6. *Authority of Signing Parties.* The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

Section 7. *Successors and Assigns.* This Agreement shall be binding upon the Employer herein and its successors and assigns.

[fol. 7]

ARTICLE 2. JURISDICTION

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except:

- (a) sliced boiled, baked or barbecued ham;
- (b) sliced packaged bacon;
- (c) sliced packaged dried beef;
- (d) sliced packaged Canadian bacon;
- (e) smoked sausage, smoked butts, smoked ribs and smoked hocks;
- (f) canned and glassed meats of all kinds;
- (g) all ready-to-eat prepared meats, poultry, and fish;
- (h) frozen packaged fish;
- (i) frozen specialty meat items such as frozen and formed (flaked or chopped) patties and choppettes, with or without butter or vegetable, breaded or unbreaded;
- (j) All meats NOT for human consumption;

will be sold, cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packing of above products into retail cuts will be done on the premises or immediately adjacent thereto.

Frozen fresh poultry, cut-up or whole, fresh pork sausage, the frozen specialty meat items described above and vacuum or comparably tight wrapped ham slices, shanks and butts may be prepared by the packer, supplier or employer off the premises. Frozen fresh poultry, fresh poultry (cut-up or whole) processed on the premises, fresh pork sausage and the frozen meat specialty items described above may be sold from self-service cases after the market hours prescribed in Article V; provided, however, that such products are priced or pre-priced by meat department employees on the premises.

ARTICLE 3. WAGES

Section 1. *Wage Rates—Weekly, Extra Day and Overtime.* Not less than the following wages shall be paid to service market employees during the term of this Contract:

(a) FIRST CONTRACT YEAR 10/4/59 THRU 10/1/60	Weekly Wages for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Str. Time	Overtime
Head Meat Cutter.....	\$124.00	\$26.80	\$13.40	\$3.10	\$4.65
Journeyman	117.50	25.50	12.75	2.9375	4.40625
Apprentices:					
0 to 6 Months.....	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	79.00	17.80	8.90	1.975	2.9625
12 to 18 "	84.00	18.80	9.40	2.10	3.15
18 to 24 "	88.00	19.60	9.80	2.20	3.30
24 to 36 "	93.00	20.60	10.30	2.325	3.4875

Extra Journeyman—\$117.50 for a basic workweek; \$5.50 per day; \$12.75 per half day.

(b) SECOND CONTRACT YEAR 10/2/60 THRU 10/7/61	Weekly Wages for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Str. Time	Overtime
Head Meat Cutter.....	\$130.50	\$28.10	\$14.05	\$3.2625	\$4.89375
Journeyman	124.00	26.80	13.40	3.10	4.65
Apprentices:					
0 to 6 Months.....	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	81.00	18.20	9.10	2.025	3.0375
12 to 18 "	87.00	19.40	9.70	2.175	3.2625
18 to 24 "	91.00	20.20	10.10	2.275	3.4125
24 to 36 "	96.00	21.20	10.60	2.40	3.60

Extra Journeyman—\$124.00 for a basic workweek; \$26.80 per day; \$13.40 per half day.

*Hourly rates may be rounded off to nearest quarter-cent, half-cent, or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

Section 2. *Payment of Extra Day Rates.* The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$2.00 premium over the average daily rate for a full day and a \$1.00 premium over the average for a half day.

In the event state or federal legislation is enacted during the term of this contract which requires the payment of time and one-half regular hourly rates of pay for all work performed in excess of forty (40) hours in a workweek, then effective on the date such law shall become effective such payment of extra day rates and said extra day rate provision shall cease to have any further effect.

Section 3. *Extra Help.* Extra help shall be paid at the Journeyman extra day rates set out above except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE 4. WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. *Basic Workday.* Eight (8) hours shall constitute the basic workday, which shall be scheduled to begin no earlier than 8:00 a.m. and to end no later than 6:00 p.m., allowing one hour for lunch, said lunch to begin no earlier than 11:00 a.m. nor end later than 2:00 p.m. This is to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at the scheduled starting times.

Section 2. *Basic Workweek.* Five (5) days shall constitute the basic workweek, to be worked Monday through Saturday, with one full day off within each shop, for each employee at the Employer's discretion. The day off shall be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Section 3. *Sixth Day Guarantee.* Any employee called to work on the sixth (6th) day in any regular workweek, shall be guaranteed four (4) hours' work. Reporting time on the sixth day shall be no earlier than 8:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. Head Meat Cutters and Journeymen shall be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

Section 4. *Overtime.* At the Employer's discretion overtime may be worked at overtime rates after eight (8) hours in any one

*This provision is not agreed to by Jewel Tea Co., Inc. unless and until the decision of U.S. Court of Appeals for the 7th Circuit in the case of Local Unions

Contract:

		Weekly Wages for Basic Workweek	Extra Day Rates		Hourly Rates*	
			Full Day	Half Day	Str. Time	Overtime
(a)	FIRST CONTRACT YEAR 10/4/59 THRU 10/1/60					
	Head Meat Cutter.....	\$124.00	\$26.80	\$13.40	\$3.10	\$4.65
	Journeyman	117.50	25.50	12.75	2.9375	4.40625
	Apprentices:					
	0 to 6 Months.....	75.00	17.00	8.50	1.875	2.8125
	6 to 12 "	79.00	17.80	8.90	1.975	2.9625
	12 to 18 "	84.00	18.80	9.40	2.10	3.15
	18 to 24 "	88.00	19.60	9.80	2.20	3.30
	24 to 36 "	93.00	20.60	10.30	2.325	3.4875

Extra Journeyman—\$117.50 for a basic workweek; \$25.50 per day; \$12.75 per half day.

(b) SECOND CONTRACT YEAR					
10/2/60 THRU 10/7/61					
Head Meat Cutter.....	\$130.50	\$28.10	\$14.05	\$3.2625	\$4.89375
Journeyman	124.00	26.80	13.40	3.10	4.65
Apprentices:					
0 to 6 Months.....	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	81.00	18.20	9.10	2.025	3.0375
12 to 18 "	87.00	19.40	9.70	2.175	3.2625
18 to 24 "	91.00	20.20	10.10	2.275	3.4125
24 to 36 "	96.00	21.20	10.60	2.40	3.60

Extra Journeyman—\$124.00 for a basic workweek; \$26.80 per day; \$13.40 per half day.

*Hourly rates may be rounded off to nearest quarter-cent, half-cent, or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

Section 2. Payment of Extra Day Rates. The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$2.00 premium over the average daily rate for a full day and a \$1.00 premium over the average for a half day.

In the event state or federal legislation is enacted during the term of this contract which requires the payment of time and one-half regular hourly rates of pay for all work performed in excess of forty (40) hours in a workweek, then effective on the date such law shall become effective such payment of extra day rates and said extra day rate provision shall cease to have any further effect.

Section 3. Extra Help. Extra help shall be paid at the Journeyman extra day rates set out above except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE 4. WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. Basic Workday. Eight (8) hours shall constitute the basic workday, which shall be scheduled to begin no earlier than 8:00 a.m. and to end no later than 6:00 p.m., allowing one hour for lunch, said lunch to begin no earlier than 11:00 a.m. nor end later than 2:00 p.m. This is to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at the scheduled starting times.

Section 2. Basic Workweek. Five (5) days shall constitute the basic workweek, to be worked Monday through Saturday, with one full day off within each shop, for each employee at the Employer's discretion. The day off shall be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Section 3. Sixth Day Guarantee. Any employee called to work on the sixth (6th) day of any regular workweek, shall be guaranteed four (4) hours' work. Reporting time on the sixth day shall be no earlier than 8:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. Head Meat Cutters and Journeymen shall be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

Section 4. Overtime. At the Employer's discretion overtime may be worked at overtime rates after eight (8) hours in any one day and behind locked doors after 6:00 p.m.

Section 5. Inventory. Employees shall not take inventory outside of regular working hours.

Section 6. Restrictions on Apprentices. Apprentices may be employed at a ratio of not exceeding two (2) for each five (5) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

This provision is not agreed to by Jewel Tea Co., Inc. unless and until decision of U.S. Court of Appeals 7th Circuit in the case of Local

Section 8. Clean-up Time. It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in Article 5, that all customers in the market at the closing hour shall be served, that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen (15) minutes and not to be construed as overtime. Such clean-up time shall not be utilized to prepare for the following day's business and shall not be accumulative from day to day.

Section 9. Rest Periods. Each employee shall have two 10-minute rest periods daily, the first to be taken approximately mid-way in the morning and the second to be taken about midway in the afternoon.

ARTICLE 5. MARKET OPERATING HOURS

* Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served.

ARTICLE 6. HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES

Section 1. Holidays. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, he shall be paid the extra day or half day rates set out in Article 3.

It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

Section 2. Vacations. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. All employees having ten (10) years of continuous full-time service shall be entitled to three (3) weeks of vacation with pay. Unless otherwise mutually agreed upon between Employer and employee, vacation weeks shall be taken consecutively. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

Whenever a holiday listed in Section 1 of this Article falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the Employer's option.

Section 3. Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four (4) days' pay, including pay for the day of the injury, in the first seven (7) calendar days following the day of the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

Section 4. Funeral Leave. The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

Section 5. Jury Pay. When any full-time employee who is covered by this Agreement is summoned for jury service, he shall be excused from work for the days on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Article to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Article shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served.

ARTICLE 6. HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES

Section 1. *Holidays.* There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, he shall be paid the extra day or half day rates set out in Article 3.

It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

Section 2. *Vacations.* Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. All employees having ten (10) years of continuous full-time service shall be entitled to three (3) weeks of vacation with pay. Unless otherwise mutually agreed upon between Employer and employee, vacation weeks shall be taken consecutively. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

Whenever a holiday listed in Section 1 of this Article falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the Employer's option.

Section 3. *Absences Due to Injuries.* Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four (4) days' pay, including pay for the day of the injury, in the first seven (7) calendar days following the day of the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

Section 4. *Funeral Leave.* The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

Section 5. *Jury Pay.* When any full-time employee who is covered by this Agreement is summoned for jury service, he shall be excused from work for the days on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Article to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Article shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

ARTICLE 7. UNION-MANAGEMENT RELATIONS

Section 1. *Union Employees.* The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

Section 2. *Union Shop.* It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date on which this Agreement is signed shall, on the thirtieth day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a

condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed, shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

Section 3. Union Preference. When permitted by law, the Employer agrees that when in need of help he will give preference to members in good standing in the Union.

Section 4. Business Representatives. Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any employee working below the wage scale fixed herein.

Section 5. Discharge. No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

Section 6. Display of Contract and Union Shop Cards. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

Section 7. Withdrawal Cards. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the _____ may apply for a withdrawal card, provided the request be accompanied by the similar request from the _____. Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE 8. GRIEVANCES AND ARBITRATION

Section 1. No Strike; No Lockout. The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both, therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership; nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

(*The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell, outside of the market operating hours prescribed in Article 5, meat products under the Union's jurisdiction not specifically authorized for sale outside of such market operating hours.)

The Union further reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice hereof.

Section 2. Time Limit on Grievances. Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievances becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

Section 3. Grievances and Arbitration. Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable within fifteen (15) days, to agree upon the third member or referee, then the third

...the Employer shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

Section 6. Display of Contract and Union Shop Cards. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

Section 7. Withdrawal Cards. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the _____ may apply for a withdrawal card, provided the request be

accompanied by the similar request from the _____. Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE 8. GRIEVANCES AND ARBITRATION

Section 1. No Strike; No Lockout. The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both, therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership; nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

*The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell, outside of the market operating hours prescribed in Article 5, meat products under the Union's jurisdiction not specifically authorized for sale outside of such market operating hours.

The Union further reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice hereof.

Section 2. Time Limit on Grievances. Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievances becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

Section 3. Grievances and Arbitration. Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article 1, Section 3(d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

[fol. 10]
546, et al, vs. Jewel is reversed.

ARTICLE 9. TERM

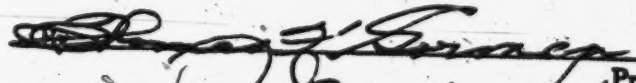
Section 1. *Initial Term.* This Agreement shall become effective at 12:01 a.m., October 4, 1959, and shall expire at 12:00 midnight, October 7, 1961.

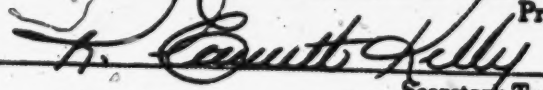
Section 2. *Renewal Term.* If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

Section 3. *Retroactivity.* This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article 3 resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

Executed at Chicago, Illinois, this _____ day of _____, 19____.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO



President
By 

Secretary-Treasurer

Employer _____

By _____

Employer's Address _____

*This provision is not agreed to by Jewel Tea Co., Inc.
unless and until the decision of U.S. Court of Appeals
for the 7th Circuit in the case of Local Unions Nos.

1959-61

7 Ex. 7

DOCKETED

AMALGAMATED MEAT CUTTERS

130 NORTH WELLS STREET • FRANKLIN 2-0030 • CHICAGO 6

FILED



AFFILIATED WITH THE
AFL-CIO
ILLINOIS FEDERATION OF LABOR
CHICAGO FEDERATION OF LABOR

MAY 28 1963

58C145

R. EMMETT KELLY
SECRETARY-TREASURER

AT 0 O'CLOCK SELF-SERVICE CONTRACT
ELBERT A. WAGNER JR.
AMALGAMATED MEAT CUTTERS AND B. W. OF N.A.,
AFL-CIO

Articles of Agreement governing Self-Service Meat Markets in the City of Chicago and County of Cook, entered

into between

hereinafter called the Employer, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (AFL-CIO), hereinafter sometimes referred to as the Union, acting as the exclusive collective bargaining agent for all employees covered by this Agreement. This contract approved and passed by the International Executive Board at the General Office the 5th day of January, 1960.

INDEX

ARTICLE	SUBJECT	PAGE	ARTICLE	SUBJECT	PAGE
1	GENERAL		5	MARKET OPERATING HOURS	4
Section 1	Scope of Contract	1	6	HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES	
2	Definitions	2	Section 1	Holidays	4
3	Notices	2	2	Vacations	4
4	Partial Invalidity	2	3	Absences Due to Injuries	4
5	Authority of Signing Parties	2	4	Funeral Leave	5
6	Successors and Assigns	2	5	Jury Pay	5
2	JURISDICTION		7	UNION-MANAGEMENT RELATIONS	
Section 1	Recognition	2	Section 1	Union Employees	5
2	Processing	2	2	Union Shop	5
3	Sale	2	3	Union Preference	5
3	WAGES		4	Business Representatives	5
Section 1	Wage Rates—		5	Discharge	5
	Weekly, Extra Day and Overtime	3	6	Display of Contract and Union Shop Cards	5
2	Payment of Extra Day Rates	3	7	Concessions to Other Employers	5
3	Extra Help	3	8	GRIEVANCES AND ARBITRATION	
4	WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT		Section 1	No Strike—No Lockout	5
Section 1	Basic Workday	3	2	Time Limit on Grievances	6
2	Basic Workweek	3			

[fol. 12] IN UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT

PLAINTIFF'S EXHIBIT

MAY 28 1963

R. EMMETT KELLY
SECRETARY-TREASURER

AT 12 O'CLOCK SELF-SERVICE CONTRACT
ELBERT A. WAGNER, JR.
AMALGAMATED MEAT CUTTERS AND B. W. OF N.A.,
AFL-CIO

Articles of Agreement governing Self-Service Meat Markets in the City of Chicago and County of Cook, entered

into between

hereinafter called the Employer, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (AFL-CIO), hereinafter sometimes referred to as the Union, acting as the exclusive collective bargaining agent for all employees covered by this Agreement. This contract approved and passed by the International Executive Board at the General Office the 5th day of January, 1960.

INDEX

ARTICLE	SUBJECT	PAGE	ARTICLE	SUBJECT	PAGE
1	GENERAL		5	MARKET OPERATING HOURS	4
Section 1	Scope of Contract.....	1	6	HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES	
2	Definitions.....	2	Section 1	Holidays.....	4
3	Notices.....	2	2	Vacations.....	4
4	Partial Invalidity.....	2	3	Absences Due to Injuries.....	4
5	Authority of Signing Parties.....	2	4	Funeral Leave.....	5
6	Successors and Assigns.....	2	5	Jury Pay.....	5
2	JURISDICTION		7	UNION-MANAGEMENT RELATIONS	
Section 1	Recognition.....	2	Section 1	Union Employees.....	5
2	Processing.....	2	2	Union Shop.....	5
3	Sale.....	2	3	Union Preference.....	5
3	WAGES		4	Business Representatives.....	5
Section 1	Wage Rates—		5	Discharge.....	5
Weekly, Extra Day and Overtime.....	3		6	Display of Contract and Union Shop Cards.....	5
2	Payment of Extra Day Rates.....	3	7	Concessions to Other Employers.....	5
3	Extra Help.....	3	8	GRIEVANCES AND ARBITRATION	
4	WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT		Section 1	No Strike—No Lockout.....	5
Section 1	Basic Workday.....	3	2	Time Limit on Grievances.....	6
2	Basic Workweek.....	3	3	Grievances and Arbitration.....	6
3	Sixth Day Guarantee.....	3	9	TERM	
4	Overtime.....	4	Section 1	Initial Term.....	6
5	Inventory.....	4	2	Renewal Term.....	6
6	Restrictions on Apprentices.....	4	3	Retroactivity.....	6
7	Laundry, Tools and Equipment.....	4			
8	Rest Periods.....	4			

ARTICLE 1. GENERAL

Section 1. *Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Self-Service Meat Markets only within the geographical jurisdiction of Local 546 and that the hours, wages and other conditions of employment of Employer's meat department employees in Service Meat Markets are covered by a separate contract. It is further agreed that the employer shall have the sole discretion

[fol. 12] IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 7

of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

Section 2. Definitions.

(a) *Apprentice*: An apprentice is an employee who is in training to become a Journeyman butcher. Apprentices must be at least sixteen (16) years of age.

(b) *Journeyman*: After serving three (3) years of apprenticeship, an employee shall be classified as a Journeyman meat cutter and shall receive the Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this Self-Service Contract.

If no fresh beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service market and shall be operated in accordance with the Service Contract. It is further expressly understood and agreed that if all fresh beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under the Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the Service Contract or a self-service market subject to the terms and conditions of this Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 3. Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago 6, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 4. Partial Invalidity. Nothing contained in this agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

Section 5. Authority of Signing Parties. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

Section 6. Successors and Assigns. This agreement shall be binding upon the Employer herein and its successors and assigns.

ARTICLE 2. JURISDICTION

Section 1. Recognition. The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle and sell frozen and fresh meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

Section 2. Processing. In Self-Service markets members of the Union shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto; provided, however, that frozen specialty meat items such as the items enumerated in Section 3—Item 6 below, frozen fresh poultry, cut-up or whole and vacuum or comparably tight-wrapped ham slices, shanks and butts may be prepared by the packer, supplier or employer off the premises.

(b) *Journeyman*: The Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this Self-Service Contract.

If no fresh beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service market and shall be operated in accordance with the Service Contract. It is further expressly understood and agreed that if all fresh beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under the Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the Service Contract or a self-service market subject to the terms and conditions of this Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 3. *Notices*. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago 6, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 4. *Partial Invalidity*. Nothing contained in this agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

Section 5. *Authority of Signing Parties*. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

Section 6. *Successors and Assigns*. This agreement shall be binding upon the Employer herein and its successors and assigns.

ARTICLE 2. JURISDICTION

Section 1. *Recognition*. The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle and sell frozen and fresh meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

Section 2. *Processing*. In Self-Service markets members of the Union shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto; provided, however, that frozen specialty meat items such as the items enumerated in Section 3—Item 6 below, frozen fresh poultry, cut-up or whole and vacuum or comparably tight-wrapped ham slices, shanks and butts may be prepared by the packer, supplier or employer off the premises.

Section 3. *Sale*. In self-service markets members of the Union shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meat, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption. The following meats subject to the Union's jurisdiction over sale may nevertheless be sold from self-service cases after the market hours set out in Article 5 provided that Union members stock the cases before 6:00 p.m.:

- (1) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;
 - (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (2) Frozen fresh poultry, cut-up or whole;

- (3) Fresh poultry, cut-up or whole, processed on the premises;
 - (4) Frozen packaged fish;
 - (5) Smoked butts, smoked ribs and smoked hocks;
 - (6) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and choppettes, with or without butter or vegetable, breaded or unbreaded;
- provided further that frozen fresh poultry, fresh poultry (cut up or whole) processed on the premises, fresh pork sausage and the frozen meat specialty items described above are priced or prepriced by meat department employees on the premises.

ARTICLE 3. WAGES

Section 1. *Wage Rates—Weekly, Extra Day and Overtime.* Not less than the following wages shall be paid during the term of this Contract:

(a) FIRST CONTRACT YEAR 10/4/59 THRU 10/1/60	Minimum Weekly Wage for Basic Workweek—40 Hours	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Str. Time	Overtime
Head Meat Cutter	\$125.00	\$27.00	\$13.50	\$3.125	\$4.6875
Journeyman	118.50	25.70	12.85	2.9625	4.44375
Apprentices:					
0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	79.00	17.80	8.90	1.975	2.9625
12 to 18 "	84.00	18.80	9.40	2.10	3.15
18 to 24 "	88.00	19.60	9.80	2.20	3.30
24 to 36 "	93.00	20.60	10.30	2.325	3.4875

Extra Journeyman—\$118.50 for a basic workweek; \$25.70 per full day; \$12.85 per half day.

(b) SECOND CONTRACT YEAR 10/2/60 THRU 10/7/61				Hourly Rates*	
				Str. Time	Overtime
Head Meat Cutter	\$130.50	\$28.10	\$14.05	\$3.2625	\$4.89375
Journeyman	124.00	26.80	13.40	3.10	4.65
Apprentices:					
0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	81.00	18.20	9.10	2.025	3.0375
12 to 18 "	87.00	19.40	9.70	2.175	3.2625
18 to 24 "	91.00	20.20	10.10	2.275	3.4125
24 to 36 "	96.00	21.20	10.60	2.40	3.60

Extra Journeyman—\$124.00 for a basic workweek; \$26.80 per full day; \$13.40 per half day.

* Hourly rates may be rounded off to nearest quarter-cent, half-cent, or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

Section 2. *Payment of Extra Day Rates.* The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$2.00 premium over the average daily rate for a full day and a \$1.00 premium over the average for a half day.

In the event state or federal legislation is enacted during the term of this contract which requires the payment of time on the date such law shall become effective such legislative requirement shall replace the above provision requiring the payment of extra day rates and said extra day rate provision shall cease to have any further effect.

Section 3. *Extra Help.* Extra help shall be paid at the Journeyman extra day rates set out above, except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

TERMS, CONDITIONS AND OTHER CONDITIONS OF EMPLOYMENT

This provision is not agreed to by Jewel Tea Co., Inc. unless and until the decision of U.S. Court of Appeals for

ARTICLE 3. WAGES

Section 1. *Wage Rates—Weekly, Extra Day and Overtime.* Not less than the following wages shall be paid during the term of this Contract:

(a) FIRST CONTRACT YEAR 10/4/59 THRU 10/1/60	Minimum Weekly Wage for Basic Workweek—40 Hours	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Str. Time	Overtime
Head Meat Cutter	\$125.00	\$27.00	\$13.50	\$3.125	\$4.6875
Journeyman	118.50	25.70	12.85	2.9625	4.44375
Apprentices:					
0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	79.00	17.80	8.90	1.975	2.9625
12 to 18 "	84.00	18.80	9.40	2.10	3.15
18 to 24 "	88.00	19.60	9.80	2.20	3.30
24 to 36 "	93.00	20.60	10.30	2.325	3.4875

Extra Journeyman—\$118.50 for a basic workweek; \$25.70 per full day; \$12.85 per half day.

(b) SECOND CONTRACT YEAR 10/2/60 THRU 10/7/61					
Head Meat Cutter	\$130.50	\$28.10	\$14.05	\$3.2625	\$4.89375
Journeyman	124.00	26.80	13.40	3.10	4.65
Apprentices:					
0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	81.00	18.20	9.10	2.025	3.0375
12 to 18 "	87.00	19.40	9.70	2.175	3.2625
18 to 24 "	91.00	20.20	10.10	2.275	3.4125
24 to 36 "	96.00	21.20	10.60	2.40	3.60

Extra Journeyman—\$124.00 for a basic workweek; \$26.80 per full day; \$13.40 per half day.

*Hourly rates may be rounded off to nearest quarter-cent, half-cent, or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

Section 2. *Payment of Extra Day Rates.* The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$2.00 premium over the average daily rate for a full day and a \$1.00 premium over the average for a half day.

In the event state or federal legislation is enacted during the term of this contract which requires the payment of time on the date such law shall become effective such legislative requirement shall replace the above provision requiring the payment of extra day rates and said extra day rate provision shall cease to have any further effect.

Section 3. *Extra Help.* Extra help shall be paid at the Journeyman extra day rates set out above, except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE 4. WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. *Basic Workday.* Eight (8) hours shall constitute the basic workday which shall be scheduled to begin no earlier than 8:00 a.m. and to end no later than 6:00 p.m. One hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. There shall be no clean-up time after 6:00 p.m., except clean-up may be performed after 6:00 p.m. provided that overtime is paid for all work performed after 6:00 p.m.

Section 2. *Basic Workweek.* Five (5) basic workdays (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Section 3. *Sixth Day Guarantee.* Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours (½ day) of work. Reporting time on the 6th day shall be no earlier than 8:00 a.m. for a full day or

This provision is not agreed to by Jewel Tea Co., Inc. unless and until the decision of U.S. Court of Appeals for

morning half day, and no earlier than 1:00 p.m. for an afternoon half day. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over apprentices for work on the sixth (6th) full or half day during a regular work-week and on the fifth (5th) full or half day during a holiday week.

Section 4. *Overtime.* At the Employer's discretion overtime at overtime rates may be worked after eight (8) hours in any one day and behind locked doors after 6:00 p.m.

Section 5. *Inventory.* Employees shall not take inventory outside of regular working hours.

Section 6. *Restrictions on Apprentices.* Apprentices may be employed at a ratio of not exceeding two (2) for each five (5) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union. The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

Section 7. *Laundry, Tools and Equipment.* Laundry, tools and sharpening of tools shall be furnished free of cost by Employer. The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

Section 8. *Rest Period.* Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees, 10:00 a.m. to 10:10 a.m. and 3:00 p.m. to 3:10 p.m.; Packaging Room Employees including Employees Servicing the Self-Service Counters, 10:10 a.m. to 10:20 a.m. and 3:10 p.m. to 3:20 p.m.

ARTICLE 5. MARKET OPERATING HOURS

Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above. In those stores in which the grocery departments remain open after 6:00 p.m. only the following products may be sold after 6:00 p.m.:

- (1) Sliced packaged bacon and Canadian bacon, canned and glassed meats of all kinds, and all meats not for human consumption (being those products excepted from the Union's jurisdiction over sale);
- (2) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;
 - (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (3) Frozen fresh poultry, cut-up or whole;
- (4) Fresh poultry, cut-up or whole, processed on the premises;
- (5) Frozen packaged fish;
- (6) Smoked butts, smoked ribs and smoked hocks;
- (7) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and choppettes, with or without butter or vegetable, breaded or unbreaded.

The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof the extension shall likewise apply to the market operating hours of self-service markets.

ARTICLE 6. HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES

Section 1. *Holidays.* There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay; but shall be paid only for the hours actually worked.

the 7th Circuit in the case of Local Unions
Nos. 546 et al. vs. Jewel is reversed.

[fol. 15]

Apprentices employed in relationship to the number of Journeymen shall be furnished the Union. The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

Section 7. Laundry, Tools and Equipment. Laundry, tools and sharpening of tools shall be furnished free of cost by Employer. The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

Section 8. Rest Period. Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees, 10:00 a.m. to 10:10 a.m. and 3:00 p.m. to 3:10 p.m.; Packaging Room Employees including Employees Servicing the Self-Service Counters, 10:10 a.m. to 10:20 a.m. and 3:10 p.m. to 3:20 p.m.

ARTICLE 5. MARKET OPERATING HOURS

Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above. In those stores in which the grocery departments remain open after 6:00 p.m. only the following products may be sold after 6:00 p.m.:

- (1) Sliced packaged bacon and Canadian bacon, canned and glassed meats of all kinds, and all meats not for human consumption (being those products excepted from the Union's jurisdiction over sale);
- (2) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;
 - (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (3) Frozen fresh poultry, cut-up or whole;
- (4) Fresh poultry, cut-up or whole, processed on the premises;
- (5) Frozen packaged fish;
- (6) Smoked butts, smoked ribs and smoked hocks;
- (7) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and choppettes, with or without butter or vegetable, breaded or unbreaded.

The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof the extension shall likewise apply to the market operating hours of self-service markets.

ARTICLE 6. HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES

Section 1. Holidays. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, he shall be paid the extra day or half day rates set out in Article 3.

Section 2. Vacations. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. All employees having ten years of continuous full-time service shall be entitled to three (3) weeks of vacation with pay. Unless otherwise mutually agreed upon between Employer and employee, vacation weeks shall be taken consecutively. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

Whenever a holiday listed in Section 1 of this Article falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the Employer's option.

Section 3. Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four (4) days pay, including pay for the day of the injury, in the first seven (7) calendar days following the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall

the 7th Circuit in the case of Local Unions
Nos. 546, et al., vs. Jewel is reversed.

[fol. 15]

be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

Section 4. Funeral Leave. The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

Section 5. Jury Pay. When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the day on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Article to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Article shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

ARTICLE 7. UNION-MANAGEMENT RELATIONS

Section 1. Union Employees. The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

Section 2. Union Shop. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date on which this agreement is signed shall, on the thirtieth day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

Section 3. Union Preference. When permitted by law, the Employer agrees that when in need of help he will give preference to members in good standing in the Union.

Section 4. Business Representatives. Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any employee working below the wage scale fixed herein.

Section 5. Discharge. No employee shall be discharged without good and sufficient cause. Drunkenness, dishonesty, incompetency, incivility or an oversupply of help will be sufficient cause for dismissal. Help can be dismissed providing preference be given to Union men in replacing help.

Section 6. Display of Contract and Union Shop Cards. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

Section 7. Concessions to Other Employers. The Union agrees that during the term of this Agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more

*This provision is not agreed to by Jewel Tea Co., Inc. unless and until the decision of U.S. Court of Appeals for the

Section 5. *Jury pay.* when any full-time employee who is covered by this agreement is summoned for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Article to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Article shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

ARTICLE 7. UNION-MANAGEMENT RELATIONS

Section 1. *Union Employees.* The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

Section 2. *Union Shop.* It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date on which this agreement is signed shall, on the thirtieth day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

Section 3. *Union Preference.* When permitted by law, the Employer agrees that when in need of help he will give preference to members in good standing in the Union.

Section 4. *Business Representatives.* Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any employee working below the wage scale fixed herein.

Section 5. *Discharge.* No employee shall be discharged without good and sufficient cause. Drunkenness, dishonesty, incompetency, incivility or an oversupply of help will be sufficient cause for dismissal. Help can be dismissed providing preference be given to Union men in replacing help.

Section 6. *Display of Contract and Union Shop Cards.* This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

Section 7. *Concessions to Other Employers.* The Union agrees that during the term of this Agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other employer.

ARTICLE 8. GRIEVANCES AND ARBITRATION

Section 1. *No Strike; No Lockout.* The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both, therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

*This provision is not
Jewel Tea Co., Inc.
decision of U.S. Court

[fol. 16]

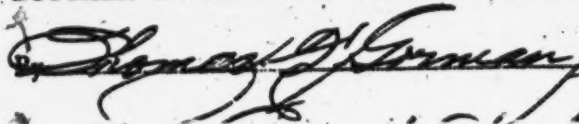
- * The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell, outside of the market operating hours prescribed in Article 5, meat products under the Union's jurisdiction not specifically authorized for sale outside of such market operating hours.
- The Union further reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.
- Section 2. Time Limit on Grievances.** Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.
- Section 3. Grievances and Arbitration.** Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article 1, Section 2(d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE 9. TERM

- Section 1. Initial Term.** This Agreement shall become effective at 12:01 a.m., October 4, 1959, and shall expire at 12:00 midnight, October 7, 1961.
- Section 2. Renewal Term.** If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.
- Section 3. Retroactivity.** This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article 3 resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

Executed at Chicago, Illinois, this _____ day of _____, 19____.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO


President

matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article 1, Section 2(d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE 9. TERM

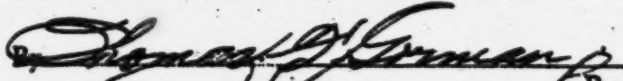
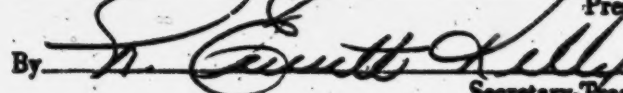
Section 1. *Initial Term.* This Agreement shall become effective at 12:01 a.m., October 4, 1959, and shall expire at 12:00 midnight, October 7, 1961.

Section 2. *Renewal Term.* If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

Section 3. *Retroactivity.* This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article 3 resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay. [fol. 17]

Executed at Chicago, Illinois, this _____ day of _____, 19____

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO


President
By 
Secretary-Treasurer

Employer _____

By _____

Employer's Address _____

Pl ex 8

*Service
Contract
1961-1964*



LOCAL 546

**Amalgamated Meat Cutters
and Butcher Workmen
of North America**

AFL—CIO

R. EMMETT KELLY

Secretary-Treasurer

1961-64

SERVICE CONTRACT

**AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA—AFL-CIO**

October 8, 1961, through October 3, 1964

Articles of Agreement governing
Service Meat Markets in the City of Chicago
and County of Cook, entered into between

hereinafter called the "Employer," all meat
markets and chain store meat markets, all
combination Grocery and Meat Markets in
Chicago and County of Cook; and the
**AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF
NORTH AMERICA, LOCAL 546 (AFL-
CIO)** acting as the Collective Bargaining
Agent for its members.

INDEX

GENERAL

	PAGE
Article I — Section 1.1 Scope of Contract	5
1.2 Definitions	5
(a) Apprentices	5
(b) Journeyman	6
(c) Head Meat Cutter	6
(d) Self-service and Service	6
1.3 Notices	8
1.4 Partial Invalidity	8
1.5 Authority of Signing Parties	8
1.6 Successors and Assigns	8
1.7 Effective Date	9

RECOGNITION AND JURISDICTION

Article II — Section 2.1 Recognition	9
2.2 Processing and Sale	9

WAGES

Article III — Section 3.1 Wage Rates	10-11-12
3.2 Payment of Extra Day Rates	13
3.3 Extra Help	13

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Article IV — Section 4.1 Basic Workday	13
4.2 Basic Workweek	14
4.3 Sixth Day Guarantee	14
4.4 Overtime	14
4.5 Inventory	15
4.6 Laundry, Tools, etc.	15
4.7 Clean-up Time	15
4.8 Rest Periods	15

MARKET OPERATING HOURS

PAGE

Article V — Section 5.1 Market Operating Hours	15
--	----

HOLIDAYS, VACATION, AND OTHER COMPENSABLE ABSENCES

Article VI — Section 6.1 Holidays	16
6.2 Vacations	16
(a) Length of Vacations	16
(b) Definitions	17
(c) Administration of Vacation Provisions	17
6.3 Absences due to Injuries	18
6.4 Funeral Leave	19
6.5 Jury Pay	19

HEALTH AND WELFARE

Article VII — Section 7.1 Effective Date	20
7.2 Eligible Employee and Eligibility Date Defined	20
7.3 Employee Option	20
7.4 Joint Union-Employer Health and Welfare Trust Fund	21
7.5 Employer's Health and Welfare Plan	23

UNION-MANAGEMENT RELATIONS

Article VIII — Section 8.1 Union Employees	23
8.2 Union Shop	23
8.3 Business Representatives	24
8.4 Discharge	24
8.5 Display of Contract and Union Shop Cards	25
8.6 Withdrawal Cards	25

GRIEVANCES AND ARBITRATION		PAGE
Article IX — Section 9.1	No Strike; No Lockout	26
9.2	Time Limit on Grievances	27
9.3	Grievances and Arbitration	27

TERM

Article X — Section 10.1	Initial Term	29
10.2	Renewal Term	29
10.3	Retrospectivity	29

ARTICLE I

GENERAL

SECTION 1.1—*Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees, in Service Meat Markets only within the geographical jurisdiction of Local 546, and that the hours, wages and other conditions of employment of Employer's meat department employees in Self-Service Markets are covered by a separate Contract. It is further agreed that the Employer shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

SECTION 1.2—*Definitions:*

(a) ***Apprentice:*** An apprentice is an employee who is in training to become a Journeyman Meat Cutter. Apprentices must be at least sixteen (16) years of age.

Apprentices may be employed at a ratio of not exceeding three (3) for each seven (7) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Appren-

**SERVICE
CONTRACT**

tices employed in relationship to the number of Journeymen shall be furnished the Union. The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

(b) *Journeyman*: After serving three years of apprenticeship (two and one-half (2½) years if the apprentice furnishes the Employer with a Certificate issued by the Washburne Trade School that he has satisfactorily completed the full meat training course of said school), an employee shall be classified as a Journeyman Meat Cutter and shall be paid the Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for

those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in the Self-Service Contract.

If no fresh beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service market and shall be operated in accordance with this Service Contract. It is further expressly understood and agreed that if all fresh beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under this Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in this Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of this Contract or a self-service market subject to the terms and conditions of the Self-Service Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

SECTION 1.3—Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union at 130 North Wells Street, Chicago 6, Illinois, or to the Employer at the address designated below, or to an employee at his home or residence address, or to any subsequent address which the Union, the employee, or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

SECTION 1.4—Partial Invalidity. Nothing contained in this agreement is intended to violate any Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

SECTION 1.5—Authority of Signing Parties. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

SECTION 1.6—Successors and Assigns. This agreement shall be binding upon the Employer herein and its successors and assigns.

SECTION 1.7—*Effective Date.* Unless the context of a provision indicates otherwise, all provisions of the contract become effective upon the date of execution of the contract.

ARTICLE II

RECOGNITION AND JURISDICTION

SECTION 2.1.—*Recognition.* The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises; including those workers processing, packing, wrapping, and selling frozen fresh meats.

SECTION 2.2.—*Processing and Sale.* The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except:

- (a) sliced boiled, baked or barbecued ham;
- (b) sliced packaged bacon;
- (c) sliced packaged dried beef;
- (d) sliced packaged Canadian bacon;
- (e) smoked sausage, smoked butts, smoked ribs and smoked hocks;
- (f) canned and glassed meats of all kinds;
- (g) all ready-to-eat prepared meats, poultry, and fish;
- (h) frozen packaged fish;
- (i) frozen specialty meat items such as frozen or formed (flaked or chopped)

patties and choppettes with or without butter or vegetable, breaded or unbreaded;

(j) All meats NOT for human consumption;

will be sold, cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

Frozen fresh poultry, cut-up or whole, fresh pork sausage, the frozen specialty meat items described above and vacuum or comparably tight wrapped ham slices, shanks and butts may be prepared by the packer, supplier or employer off the premises. Frozen fresh poultry, fresh poultry (cut-up or whole) processed on the premises, fresh pork sausage and frozen meat specialty items described above, may be sold from self-service cases outside the market hours prescribed in Article V; provided, however, that such products are priced or pre-priced by meat department employees on the premises.

ARTICLE III

WAGES

SECTION 3.1—*Wage Rates—Weekly, Extra Day and Overtime.* Not less than the following wages shall be paid during the term of this Contract:

(a) FIRST AND SECOND CONTRACT YEARS, 10-8-61 THROUGH 10-5-63

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter	\$135.50	\$29.10	\$14.55	\$3.3875	\$5.08125
Journeyman	129.00	27.80	13.90	3.225	4.8375
Apprentices:					
0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	82.00	18.40	9.20	2.05	3.075
12 to 18 "	89.00	19.80	9.90	2.225	3.3375
18 to 24 "	94.00	20.80	10.40	2.35	3.525
24 to 36 "	100.00	22.00	11.00	2.50	3.750

Extra Journeyman—\$129.00 for a basic workweek; \$27.80 per full day; \$13.90 per half day.

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(b) THIRD CONTRACT YEAR, 10-6-63 THROUGH 10-3-64

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter	\$140.50	\$30.10	\$15.05	\$3.5125	\$5.26875
Journeyman	134.00	28.80	14.40	3.35	5.025

Apprentices:

0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	83.00	18.60	9.30	2.075	3.1125
12 to 18 "	91.00	20.20	10.10	2.275	3.4125
18 to 24 "	97.00	21.40	10.70	2.425	3.6375
24 to 36 "	104.00	22.80	11.40	2.60	3.90

Extra Journeyman—\$134.00 for a basic workweek; \$28.80 per full day; \$14.40 per half day.

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

SECTION 3.2—*Payment of Extra Day Rates.*

The extra day and a half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$2.00 premium over the average daily rate for a full day and a \$1.00 premium over the average for a half day.

If the Employer becomes subject to state or federal legislation which requires the payment of time and one-half regular hourly rates of pay for all work performed in excess of forty-four (44), forty-two (42), or forty (40) hours in a workweek, then effective on the date such law shall become effective such legislative requirement shall replace the above provision requiring the payment of extra day rates and said extra day rate provision shall cease to have any further effect.

SECTION 3.3—*Extra Help.* Extra help shall be paid at the Journeyman extra day rates set out above, except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE IV

**WORKING HOURS AND OTHER CONDITIONS
OF EMPLOYMENT**

SECTION 4.1—*Basic Workday.* Eight (8) hours shall constitute the basic workday which shall be scheduled to begin no earlier than 8:00 a.m. and to end no later than 6:00

p.m. One hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. Employees must be dressed and ready for work at the scheduled starting times.

SECTION 4.2—Basic Workweek. Five (5) basic workdays (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

SECTION 4.3—Sixth Day Guarantee. Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day) of work. Reporting time on the 6th day shall be no earlier than 8:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

SECTION 4.4—Overtime. At the Employer's discretion overtime at overtime rates may be

worked after eight (8) hours in any one day and behind locked doors after 6:00 p.m.

SECTION 4.5—*Inventory.* Employees shall not take inventory outside of regular working hours.

SECTION 4.6—*Laundry, Tools and Equipment.* Laundry, tools and sharpening of tools shall be furnished free of cost by Employer.

SECTION 4.7—*Clean-up Time.* It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in Article V, that all customers in the market at the closing hour shall be served, that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen (15) minutes and not to be construed as overtime. Such clean-up time shall not be utilized to prepare for the following day's business and shall not be accumulative from day to day.

SECTION 4.8—*Rest Periods.* Each employee shall have two 10-minute rest periods daily, the first to be taken approximately midway in the morning and the second to be taken about midway in the afternoon.

ARTICLE V

MARKET OPERATING HOURS

SECTION 5.1—*Market Operating Hours.* Market operating hours shall be 9:00 a.m. to

6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served.

ARTICLE VI

HOLIDAYS, VACATION, AND OTHER COMPENSABLE ABSENCES

SECTION 6.1—Holidays. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, he shall be paid the extra day or half day rates set out in Article III.

SECTION 6.2—Vacations.

(a) *Length of Vacations.* Each full-time employee covered by this contract who qualifies shall be entitled to a vacation with pay

for each year of full-time employment in accordance with the following schedule:

Number of Successive Years of Full-time Employment	Number of Weeks of Vacation with Pay
1 year	1
2 through 9 years, inclusive..	2
10 through 19 years, inclusive	3
20 or more years.....	4

(b) *Definitions.* The term "year of employment" means the period beginning on the date of most recent employment (or, after the first year, on the anniversary date of such employment) and ending on the day prior to said date twelve months later.

The term "successive" used in connection with employment means employment uninterrupted by separation from service.

(c) *Administration of Vacation Provisions.*

(1) All vacations shall be subject to necessary scheduling by the Employer, who may limit the number of employees who may be on vacation at any one time.

(2) The vacation schedule shall be posted in each market. When a change in a vacation becomes necessary, the Employer and the employee involved shall be given reasonable advance notice of such change.

(3) All vacations shall be for calendar weeks. Vacations of three weeks may be split by mutual agreement between the employee and Employer but not into any period of less than one week. Vacations of less than three

weeks duration may not be split except in unusual cases and then only where the individual's application is approved by the Employer as consistent with efficient operation of the market.

(4) Whenever a holiday recognized under this contract falls within an employee's vacation period, the employee shall receive an extra day's pay or subsequent day off at the Employer's option.

(5) A week's vacation pay shall be calculated by multiplying forty (40) times the employee's regular straight-time hourly rate for the classification to which he is assigned at the time of taking his vacation.

(6) No employee shall be entitled to more than one vacation for any employment year.

SECTION 6.3—Absences Due to Injuries.

Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four (4) days pay, including pay for the day of the injury, in the first seven (7) calendar days following the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall

affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

SECTION 6.4—*Funeral Leave.* The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

SECTION 6.5—*Jury Pay.* When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the day on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after re-

ceipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

ARTICLE VII

HEALTH AND WELFARE

SECTION 7.1—*Effective Date.* This Article shall become effective October 1, 1962.

SECTION 7.2—*Eligible Employee and Eligibility Date Defined.* The term "eligible employee" means a full-time employee who has completed his probationary period. Such an employee becomes eligible for health and welfare benefits on the first day of the first calendar month following the completion of his probationary period, such date being hereafter referred to as his eligibility date.

SECTION 7.3—*Employee Option.*

On or prior to September 1, 1962 all eligible employees of the Employer shall elect by secret written ballot one of the following options:

Option 1. *Health and Welfare Coverage Under the Joint Union-Employer Plan*

Health and Welfare benefit coverage under the terms and provisions of a joint union-employer health and welfare plan to be established by the parties pursuant to Section 7.4; or,

Option 2. *Health and Welfare Coverage Under the Employer's Plan in Effect on October 7, 1961*

Health and Welfare Coverage under the terms and provisions of the Employer's Health and Welfare Plan in effect on October 7, 1961, such benefits (except as to optional life insurance) to be furnished cost-free to the employees.

If the majority of the eligible employees of the employer shall elect Option 1 or Option 2, then the Employer, the Union and the employees shall be bound by such election for the balance of the term of this agreement.

In the event the Employer did not have a health and welfare program in effect on October 7, 1961, then its employees shall be covered under the Joint Union-Employer Plan.

SECTION 7.4—*Joint Union-Employer Health and Welfare Trust Fund.* If a majority of its eligible employees shall have elected Option 1 above, then effective Octo-

ber 1, 1962 with respect to employees eligible on that date and effective on the eligibility date with respect to employees becoming eligible after October 1, 1962, the Employer shall contribute the sum of Twenty-one Dollars (\$21.00) per month for each eligible employee to the Health and Welfare Trust Fund to be established pursuant to a Health and Welfare Trust Agreement to be hereafter entered into by the parties hereto for the purpose of providing such health and welfare benefits.

Contributions to the Trust Fund shall be discontinued as of the first of the month following:

- a) Termination of employment.
- b) A lay-off or leave of absence of 30 calendar days or more.
- c) The employee's ceasing to be an eligible employee due to his failure to work thirty-two (32) hours or more per week for eight consecutive weeks.

Payment by the Employer into the Joint Union-Employer Health and Welfare Trust Fund with respect to any employee shall be in lieu of all Employer established plans or programs, including sickness and accident disability pay, hospital, medical and surgical care, major medical expense and group life and accident insurance, each of which programs shall automatically terminate with respect to such employee effective on the date liability to make such contributions first accrues.

SECTION 7.5—*Employer's Health and Welfare Plan.* If a majority of its eligible employees shall have elected Option 2 above, then effective October 1, 1962 with respect to employees eligible on that date and effective on the eligibility date with respect to employees becoming eligible after October 1, 1962, the Employer shall provide and maintain, cost-free to the employees except as to optional life insurance, not less than the benefits contained in the Employer's Health and Welfare Plan in effect on October 7, 1961, subject to the terms and conditions contained therein as modified by this Article; and the Employer shall not be obligated to contribute to the Joint-Union-Employer Health and Welfare Trust Fund.

ARTICLE VIII

UNION-MANAGEMENT RELATIONS

SECTION 8.1—*Union Employees.* The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

SECTION 8.2—*Union Shop.* It shall be a condition of employment that all employees of the Employer covered by this agreement

who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date which this agreement is signed shall, on the thirty-first day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

SECTION 8.3—*Business Representatives.* Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his Employer to receive wages below the wage scale fixed herein.

SECTION 8.4—*Discharge.* During an employee's probationary period, that is, during his first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After

an employee has completed the probationary period, such employee shall not be discharged or otherwise disciplined without just cause. Drunkenness, dishonesty, incompetency, incivility or an oversupply of help will be sufficient cause for dismissal.

SECTION 8.5—*Display of Contract and Union Shop Cards.* This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

SECTION 8.6—*Withdrawal Cards.* Any member of Local 546 who is in good standing and is in business for himself who may de-

sire to affiliate with the.....
may apply for a withdrawal card, provided the request be accompanied by the similar request from the.....

Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE IX

GRIEVANCES AND ARBITRATION

SECTION 9.1—*No Strike; No Lockout.* The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell, outside of the market operating hours prescribed in

Article V, meat products under the Union's jurisdiction not specifically authorized for sale outside of such market operating hours.

The Union further reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 9.3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.

SECTION 9.2—*Time Limit on Grievances.*
Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

SECTION 9.3—*Grievances and Arbitration.*
Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations

within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article I, Section 1.2(d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon the grievant employee, the Union and the Employer. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf

witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE X

TERM

SECTION 10.1—Initial Term. This Agreement shall become effective at 12:01 a.m., October 8, 1961, and shall expire at 12:00 midnight, October 3, 1964.

SECTION 10.2—Renewal Term. If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

SECTION 10.3—Retroactivity. This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases

in wages set out in Article III resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

Executed at Chicago, Illinois, this _____

day of _____, 19 _____.

**LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA,
AFL-CIO**

By _____
President

By _____
Secretary-Treasurer

Employer _____

By _____

Employer's Address _____

**SUPPLEMENTAL AGREEMENT
TO
THE 1961-1964 SERVICE CONTRACT**

Between

**and LOCAL 546, Amalgamated Meat
Cutters and Butcher Workmen of
North America, AFL-CIO**

**LOCAL 546, AMALGAMATED MEAT
CUTTERS AND BUTCHER WORKMEN
OF NORTH AMERICA, AFL-CIO and**

hereby agree that this Supplemental Agreement shall supplement and modify the current collective bargaining agreement between Local 546, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO and the aforesaid Employer which became effective October 8, 1961 and continues in full force and effect until October 3, 1964.

1. It is agreed that nothing herein shall be construed as a waiver of any provision of the said collective bargaining agreement.

2. The aforesaid collective bargaining agreement shall have added to it as Article XI the following provisions:

ARTICLE XI

SENIORITY

SECTION 11.1—Effective Date of Article. This Article shall become effective May 1, 1963.

SECTION 11.2—Seniority Defined. Seniority means the rights defined herein secured by employees by length of continuous full-time employment with the Employer, that is, full-time employment uninterrupted by termination of service.

Seniority starts from the last date when the employee starts work as a full-time employee, provided, however, that new employees shall not acquire any seniority rights until they have completed the probationary period of thirty (30) days after which their seniority shall date back to the date the employee started work. When two or more employees start work the same day, the date of birth shall determine their relative seniority.

An employee's seniority shall be terminated if he: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends to the last address known to the Employer a written notification to return to work (with a copy to the Union); (5) refuses, as an alternative to being laid off, to accept work in his classification in another store within the collective bargaining area; (6) refuses, after having been laid off, to accept work in his job classification in

any store in the collective bargaining area; or (7) has been laid off by the Employer for a period of one year; provided that at the end of the sixth month and at the end of each month thereafter, the laid off employee, in order to retain his recall rights, must notify, in writing, the Employer of his desire to be retained on recall status.

The "in-service" date of an employee who progresses from Apprentice to Journeyman, or who is demoted from Head Meat Cutter to Journeyman shall not be affected by such change in classification.

SECTION 11.3—*Layoffs and Recalls After Layoffs.* Where the employee's qualifications to perform the work available are equal, including in the case of head meat cutters the ability to organize and direct the work of others, seniority shall control the order of layoffs and recalls after layoffs of full-time employees on an individual store basis within the following job classifications, head meat cutters, journeymen, apprentices and wrappers (where covered by the Union agreement); provided that in the event the Employer closes a market or meat department, he shall transfer all employees with five years or more continuous full-time service to other markets or meat departments determined by the Employer, provided such transfers are consistent with the needs of the business.

Any employee transferred from an existing store to another store shall, if subject to a layoff within a period of ninety (90) days

after the transfer, have the right to return to the store from which he was transferred and assume the job that his seniority warrants.

IN WITNESS WHEREOF, the authorized representatives of the parties set their

hands this _____ day of _____, 1963.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA,
AFL-CIO

By _____
President

By _____
Secretary-Treasurer

Employer _____

By _____

Employer's Address _____

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS.

PLAINTIFF'S EXHIBIT 8

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 9

Pl. Ex. 9

Self-Service

Contract

1961-1964



LOCAL 546

**Amalgamated Meat Cutters
and Butcher Workmen
of North America**

AFL-CIO

R. EMMETT KELLY

Secretary-Treasurer



**SELF-SERVICE
CONTRACT**

1961-64
SELF-SERVICE CONTRACT
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA-AFL-CIO

October 8, 1961, through October 3, 1964

Articles of Agreement governing
Self-Service Meat Markets in the City of
Chicago and County of Cook, entered into

between _____

hereinafter called the "Employer," and the
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF
NORTH AMERICA, LOCAL 546 (AFL-
CIO), hereinafter sometimes referred to as
the Union, acting as the exclusive collective
bargaining agent for all employees covered
by this Agreement.

INDEX

GENERAL

	PAGE
Article I — Section 1.1 Scope of Contract	5
1.2 Definitions	5
(a) Apprentices	5
(b) Journeyman	6
(c) Head Meat Cutter	6
(d) Self-service and Service	6
1.3 Notices	8
1.4 Partial Invalidity	8
1.5 Authority of Signing Parties	9
1.6 Successors and Assigns	9
1.7 Effective Date	9

RECOGNITION AND JURISDICTION

Article II — Section 2.1 Recognition	9
2.2 Processing	9
2.3 Sales	10

WAGES

Article III — Section 3.1 Wage Rates	11-12-13
3.2 Payment of Extra	
Day Rates	14
3.3 Extra Help	14

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Article IV — Section 4.1 Basic Workday	14
4.2 Basic Workweek	15
4.3 Sixth Day Guarantee	15
4.4 Overtime	16
4.5 Inventory	16
4.6 Laundry, Tools, etc.	16
4.7 Rest Period	16

MARKET OPERATING HOURS

PAGE

Article V — Section 5.1	Market Operating Hours	16
5.2	Excepted Product Sales	17

HOLIDAYS, VACATION, AND OTHER COMPENSABLE ABSENCES

Article VI — Section 6.1	Holidays	18
6.2	Vacations	18
	(a) Length of Vacations	18
	(b) Definitions	19
	(c) Administration of Vacation Provisions	19
6.3	Absences due to Injuries	20
6.4	Funeral Leave	21
6.5	Jury Pay	21

HEALTH AND WELFARE

Article VII — Section 7.1	Effective Date	22
7.2	Eligible Employee and Eligibility Date Defined	22
7.3	Employee Option	22
7.4	Joint Union-Employer Health and Welfare Trust Fund	23
7.5	Employer's Health and Welfare Plan	25

UNION-MANAGEMENT RELATIONS

Article VIII — Section 8.1	Union Employees	25
8.2	Union Shop	25
8.3	Business Representatives	26
8.4	Discharge	26
8.5	Display of Contract and Union Shop Cards	27
8.6	Concessions to Other Employers	27

GRIEVANCES AND ARBITRATION

PAGE

Article IX — Section 9.1	No Strike; No Lockout	28
9.2	Time Limit on Grievances	29
9.3	Grievances and Arbitration	29

TERM

Article X — Section 10.1	Initial Term	31
10.2	Renewal Term	31
10.3	Retroactivity	31

ARTICLE I

GENERAL

SECTION 1.1—*Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Self-Service Meat Markets only within the geographical jurisdiction of Local 546, and that the hours, wages and other conditions of employment of Employer's meat department employees in Service Markets are covered by a separate Contract. It is further agreed that the Employer shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

SECTION 1.2—*Definitions:*

(a) ***Apprentice:*** An apprentice is an employee who is in training to become a Journeyman Meat Cutter. Apprentices must be at least sixteen (16) years of age.

Apprentices may be employed at a ratio of not exceeding three (3) for each seven (7)

Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union. The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

(b) *Journeyman*: After serving three years of apprenticeship (two and one-half (2½) years if the apprentice furnishes the Employer with a Certificate issued by the Washburne Trade School that he has satisfactorily completed the full meat training course of said school), an employee shall be classified as a Journeyman Meat Cutter and shall be paid the Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if

any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this Self-Service Contract.

If no fresh beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service market and shall be operated in accordance with the Service Contract. It is further expressly understood and agreed that if all fresh beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under the Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the Service Contract or a self-service market subject to the terms and conditions of this Contract, the decision of the Union shall be binding unless and until said decision has

been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

SECTION 1.3—Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union at 130 North Wells Street, Chicago 6, Illinois, or to the Employer at the address designated below, or to an employee at his home or residence address, or to any subsequent address which the Union, the employee, or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

SECTION 1.4—Partial Invalidity. Nothing contained in this agreement is intended to violate any Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

SECTION 1.5—*Authority of Signing Parties.* The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

SECTION 1.6—*Successors and Assigns.* This agreement shall be binding upon the Employer herein and its successors and assigns.

SECTION 1.7—*Effective Date.* Unless the context of a provision indicates otherwise, all provisions of the contract become effective upon the date of execution of the contract.

ARTICLE II

RECOGNITION AND JURISDICTION

SECTION 2.1—*Recognition.* The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle and sell frozen and fresh meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

SECTION 2.2—*Processing.* In Self-Service markets employees covered by this Contract shall perform all cutting, preparing, fabricat-

ing, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto; provided, however, that frozen specialty meat items such as the items enumerated in Section 2.3—Item 6 below, frozen fresh poultry, cut-up or whole and vacuum or comparably tight-wrapped ham slices, shanks and butts may be prepared by the packer, supplier or employer off the premises.

SECTION 2.3—Sale. In self-service markets, employees covered by this Contract shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meat, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption. The following meats subject to the Union's jurisdiction over sale may nevertheless be sold from self-service cases outside the market hours set out in Article V provided that Employees covered by this Contract stock the cases:

- (1) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;

- (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (2) Frozen fresh poultry, cut-up or whole;
 - (3) Fresh poultry, cut-up or whole, processed on the premises;
 - (4) Frozen packaged fish;
 - (5) Smoked butts, smoked ribs and smoked hocks;
 - (6) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and choppettes, with or without butter or vegetable, breaded or unbreaded.

provided further that frozen fresh poultry, fresh poultry (cut up or whole) processed on the premises, fresh pork sausage and the frozen meat specialty items described above are priced or prepriced by meat department employees on the premises.

ARTICLE III

WAGES

SECTION 3.1—*Wage Rates—Weekly, Extra Day and Overtime.* Not less than the following wages shall be paid during the term of this Contract:

(a) FIRST AND SECOND CONTRACT YEARS, 10-8-61 THROUGH 10-5-63

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	OverTime
Head Meat Cutter	\$135.50	\$29.10	\$14.55	\$3.3875	\$5.08125
Journeyman	129.00	27.80	13.90	3.225	4.8375
Apprentices:					
0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	82.00	18.40	9.20	2.05	3.075
12 to 18 "	89.00	19.80	9.90	2.225	3.3375
18 to 24 "	94.00	20.80	10.40	2.35	3.525
24 to 36 "	100.00	22.00	11.00	2.50	3.750
Extra Journeyman—\$129.00 for a basic workweek; \$27.80 per full day; \$13.90 per half day.					

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(b) THIRD CONTRACT YEAR, 10-6-63 THROUGH 10-3-64

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter	\$140.50	\$30.10	\$15.05	\$3.5125	\$5.21875
Journeyman	134.00	28.80	14.40	3.35	5.025
Apprentices:					
0 to 6 Months	75.00	17.00	8.50	1.875	2.8125
6 to 12 "	83.00	18.60	9.30	2.075	3.1125
12 to 18 "	91.00	20.20	10.10	2.275	3.4125
18 to 24 "	97.00	21.40	10.70	2.425	3.6375
24 to 36 "	104.00	22.80	11.40	2.60	3.90
Extra Journeyman—\$134.00 for a basic workweek; \$28.80 per full day; \$14.40 per half day.					

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

SECTION 3.2—*Payment of Extra Day Rates.* The extra day and a half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$2.00 premium over the average daily rate for a full day and a \$1.00 premium over the average for a half day.

If the Employer becomes subject to state or federal legislation which requires the payment of time and one-half regular hourly rates of pay for all work performed in excess of forty-four (44), forty-two (42), or forty (40) hours in a workweek, then effective on the date such law shall become effective such legislative requirement shall replace the above provision requiring the payment of extra day rates and said extra day rate provision shall cease to have any further effect.

SECTION 3.3—*Extra Help.* Extra help shall be paid at the Journeyman extra day rates set out above, except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE IV

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 4.1—*Basic Workday.* Eight (8) hours shall constitute the basic workday which shall be scheduled to begin no earlier

than 8:00 a.m. and to end no later than 6:00 p.m. One hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. There shall be no clean-up time after 6:00 p.m., except clean-up may be performed after 6:00 p.m. provided that overtime is paid for all work performed after 6:00 p.m.

SECTION 4.2—Basic Workweek. Five (5) basic workdays (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

SECTION 4.3—Sixth Day Guarantee. Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day) of work. Reporting time on the 6th day shall be no earlier than 8:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

SECTION 4.4—Overtime. At the Employer's discretion overtime at overtime rates may be worked after eight (8) hours in any one day and behind locked doors after 6:00 p.m.

SECTION 4.5—Inventory. Employees shall not take inventory outside of regular working hours.

SECTION 4.6—Laundry, Tools and Equipment. Laundry, tools and sharpening of tools shall be furnished free of cost by Employer. The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

SECTION 4.7—Rest Period. Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees, 10:00 a.m. to 10:10 a.m. and 3:00 p.m. to 3:10 p.m.; Packaging Room Employees including Employees Servicing the Self-Service Counters, 10:10 a.m. to 10:20 a.m. and 3:10 p.m. to 3:20 p.m.

ARTICLE V

MARKET OPERATING HOURS

SECTION 5.1—Market Operating Hours. Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes

into the market before or after the hours set forth above.

The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof, the extension shall likewise apply to the market operating hours of self-service markets.

SECTION 5.2—*Excepted Product Sales.* In those stores in which the grocery departments remain open after 6:00 p.m. only the following products may be sold after 6:00 p.m. and on Sundays and holidays:

- (1) Sliced packaged bacon and Canadian bacon, canned and glassed meats of all kinds, and all meats not for human consumption (being those products excepted from the Union's jurisdiction over sale);
- (2) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;
 - (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (3) Frozen fresh poultry, cut-up or whole;
- (4) Fresh poultry, cut-up or whole, processed on the premises;
- (5) Frozen packaged fish;
- (6) Smoked butts, smoked ribs and smoked hocks;

- (7) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and chopettes, with or without butter or vegetable, breaded or unbreaded.

ARTICLE VI

HOLIDAYS, VACATION, AND OTHER COMPENSABLE ABSENCES

SECTION 6.1—*Holidays.* There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, he shall be paid the extra day or half day rates set out in Article III.

SECTION 6.2—*Vacations.*

(a) *Length of Vacations.* Each full-time employee covered by this contract who qualifies shall be entitled to a vacation with pay

for each year of full-time employment in accordance with the following schedule:

Number of Successive Years of Full-time Employment	Number of Weeks of Vacation with Pay
1 year	1
2 through 9 years, inclusive..	2
10 through 19 years, inclusive	3
20 or more years.....	4

(b) *Definitions.* The term "year of employment" means the period beginning on the date of most recent employment (or, after the first year, on the anniversary date of such employment) and ending on the day prior to said date twelve months later.

The term "successive" used in connection with employment means employment uninterrupted by separation from service.

(c) *Administration of Vacation Provisions.*

(1) All vacations shall be subject to necessary scheduling by the Employer, who may limit the number of employees who may be on vacation at any one time.

(2) The vacation schedule shall be posted in each market. When a change in a vacation becomes necessary, the Employer and the employee involved shall be given reasonable advance notice of such change.

(3) All vacations shall be for calendar weeks. Vacations of three weeks may be split by mutual agreement between the employee and Employer but not into any period of less than one week. Vacations of less than three

weeks duration may not be split except in unusual cases and then only where the individual's application is approved by the Employer as consistent with efficient operation of the market.

(4) Whenever a holiday recognized under this contract falls within an employee's vacation period, the employee shall receive an extra day's pay or subsequent day off at the Employer's option.

(5) A week's vacation pay shall be calculated by multiplying forty (40) times the employee's regular straight-time hourly rate for the classification to which he is assigned at the time of taking his vacation.

(6) No employee shall be entitled to more than one vacation for any employment year.

SECTION 6.3—*Absences Due to Injuries.*

Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four (4) days pay, including pay for the day of the injury, in the first seven (7) calendar days following the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall

affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

SECTION 6.4—Funeral Leave. The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

SECTION 6.5—Jury Pay. When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the day on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after re-

ceipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

ARTICLE VII

HEALTH AND WELFARE

SECTION 7.1—*Effective Date.* This Article shall become effective October 1, 1962.

SECTION 7.2—*Eligible Employee and Eligibility Date Defined.* The term "eligible employee" means a full-time employee who has completed his probationary period. Such an employee becomes eligible for health and welfare benefits on the first day of the first calendar month following the completion of his probationary period, such date being hereafter referred to as his eligibility date.

SECTION 7.3—*Employee Option.*

On or prior to September 1, 1962 all eligible employees of the Employer shall elect by secret written ballot one of the following options:

Option 1. *Health and Welfare Coverage Under the Joint Union-Employer Plan*

Health and Welfare benefit coverage under the terms and provisions of a joint union-employer health and welfare plan to be established by the parties pursuant to Section 7.4; or,

Option 2. *Health and Welfare Coverage Under the Employer's Plan in Effect on October 7, 1961*

Health and Welfare Coverage under the terms and provisions of the Employer's Health and Welfare Plan in effect on October 7, 1961, such benefits (except as to optional life insurance) to be furnished cost-free to the employees.

If the majority of the eligible employees of the employer shall elect Option 1 or Option 2, then the Employer, the Union and the employees shall be bound by such election for the balance of the term of this agreement.

In the event the Employer did not have a health and welfare program in effect on October 7, 1961, then its employees shall be covered under the Joint Union-Employer Plan.

SECTION 7.4—*Joint Union-Employer Health and Welfare Trust Fund.* If a majority of its eligible employees shall have elected Option 1 above, then effective Octo-

ber 1, 1962 with respect to employees eligible on that date and effective on the eligibility date with respect to employees becoming eligible after October 1, 1962, the Employer shall contribute the sum of Twenty-one Dollars (\$21.00) per month for each eligible employee to the Health and Welfare Trust Fund to be established pursuant to a Health and Welfare Trust Agreement to be hereafter entered into by the parties hereto for the purpose of providing such health and welfare benefits.

Contributions to the Trust Fund shall be discontinued as of the first of the month following:

- a) Termination of employment.
- b) A lay-off or leave of absence of 30 calendar days or more.
- c) The employee's ceasing to be an eligible employee due to his failure to work thirty-two (32) hours or more per week for eight consecutive weeks.

Payment by the Employer into the Joint Union-Employer Health and Welfare Trust Fund with respect to any employee shall be in lieu of all Employer established plans or programs, including sickness and accident disability pay, hospital, medical and surgical care, major medical expense and group life and accident insurance, each of which programs shall automatically terminate with respect to such employee effective on the date liability to make such contributions first accrues.

SECTION 7.5—*Employer's Health and Welfare Plan.* If a majority of its eligible employees shall have elected Option 2 above, then effective October 1, 1962 with respect to employees eligible on that date and effective on the eligibility date with respect to employees becoming eligible after October 1, 1962, the Employer shall provide and maintain, cost-free to the employees except as to optional life insurance, not less than the benefits contained in the Employer's Health and Welfare Plan in effect on October 7, 1961, subject to the terms and conditions contained therein as modified by this Article; and the Employer shall not be obligated to contribute to the Joint-Union-Employer Health and Welfare Trust Fund.

ARTICLE VIII

UNION-MANAGEMENT RELATIONS

SECTION 8.1—*Union Employees.* The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

SECTION 8.2—*Union Shop.* It shall be a condition of employment that all employees of the Employer covered by this agreement

who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date which this agreement is signed shall, on the thirty-first day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

SECTION 8.3—*Business Representatives.* Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his Employer to receive wages below the wage scale fixed herein.

SECTION 8.4—*Discharge.* During an employee's probationary period, that is, during his first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After

an employee has completed the probationary period, such employee shall not be discharged or otherwise disciplined without just cause. Drunkenness, dishonesty, incompetency, incivility or an oversupply of help will be sufficient cause for dismissal.

SECTION 8.5—*Display of Contract and Union Shop Cards.* This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

SECTION 8.6—*Concessions to Other Employers.* The Union agrees that during the term of this Agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other employer.

ARTICLE IX

GRIEVANCES AND ARBITRATION

SECTION 9.1—*No Strike; No Lockout.* The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell, outside of the market operating hours prescribed in

Article V, meat products under the Union's jurisdiction not specifically authorized for sale outside of such market operating hours.

The Union further reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 9.3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.

SECTION 9.2—*Time Limit on Grievances.* Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

SECTION 9.3—*Grievances and Arbitration.* Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations

within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article I, Section 1.2(d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon the grievant employee, the Union and the Employer. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf

witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE X

TERM

SECTION 10.1—*Initial Term.* This Agreement shall become effective at 12:01 a.m., October 8, 1961; and shall expire at 12:00 midnight, October 3, 1964.

SECTION 10.2—*Renewal Term.* If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

SECTION 10.3—*Retroactivity.* This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases

in wages set out in Article III resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

Executed at Chicago, Illinois, this _____
day of _____, 19_____.

**LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA,
AFL-CIO**

By _____
President

By _____
Secretary-Treasurer.

Employer _____

By _____

Employer's Address _____

**SUPPLEMENTAL AGREEMENT
TO
THE 1961-1964
SELF-SERVICE CONTRACT
Between**

**and LOCAL 546, Amalgamated Meat
Cutters and Butcher Workmen of
North America, AFL-CIO**

**LOCAL 546, AMALGAMATED MEAT
CUTTERS AND BUTCHER WORKMEN
OF NORTH AMERICA, AFL-CIO and**

hereby agree that this Supplemental Agreement shall supplement and modify the current collective bargaining agreement between Local 546, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO and the aforesaid Employer which became effective October 8, 1961 and continues in full force and effect until October 3, 1964.

1. It is agreed that nothing herein shall be construed as a waiver of any provision of the said collective bargaining agreement.

2. The aforesaid collective bargaining agreement shall have added to it as Article XI the following provisions:

ARTICLE XI

SENIORITY

SECTION 11.1—*Effective Date of Article.* This Article shall become effective May 1, 1963.

SECTION 11.2—*Seniority Defined.* Seniority means the rights defined herein secured by employees by length of continuous full-time employment with the Employer, that is, full-time employment uninterrupted by termination of service.

Seniority starts from the last date when the employee starts work as a full-time employee, provided, however, that new employees shall not acquire any seniority rights until they have completed the probationary period of thirty (30) days after which their seniority shall date back to the date the employee started work. When two or more employees start work the same day, the date of birth shall determine their relative seniority.

An employee's seniority shall be terminated if he: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends to the last address known to the Employer a written notification to return to work (with a copy to the Union); (5) refuses, as an alternative to being laid off, to accept work in his classification in another store within the collective bargaining area; (6) refuses, after having been laid off, to accept work in his job classification in

any store in the collective bargaining area; or (7) has been laid off by the Employer for a period of one year; provided that at the end of the sixth month and at the end of each month thereafter, the laid off employee, in order to retain his recall rights, must notify, in writing, the Employer of his desire to be retained on recall status.

The "in-service" date of an employee who progresses from Apprentice to Journeyman, or who is demoted from Head Meat Cutter to Journeyman shall not be affected by such change in classification.

SECTION 11.3—*Layoffs and Recalls After Layoffs.* Where the employee's qualifications to perform the work available are equal, including in the case of head meat cutters the ability to organize and direct the work of others, seniority shall control the order of layoffs and recalls after layoffs of full-time employees on an individual store basis within the following job classifications, head meat cutters, journeymen, apprentices and wrappers (where covered by the Union agreement); provided that in the event the Employer closes a market or meat department, he shall transfer all employees with five years or more continuous full-time service to other markets or meat departments determined by the Employer, provided such transfers are consistent with the needs of the business.

Any employee transferred from an existing store to another store shall, if subject to a layoff within a period of ninety (90) days

after the transfer, have the right to return to the store from which he was transferred and assume the job that his seniority warrants.

IN WITNESS WHEREOF, the authorized representatives of the parties set their

hands this _____ day of _____, 1963.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA,
AFL-CIO

By _____
President

By _____
Secretary-Treasurer

Employer _____

By _____

Employer's Address _____

JEWEL TEA CO., INC.

DOCKETED

FOOD STORES AND HOME SERVICE ROUTES
1955 WEST NORTH AVENUE MELROSE PARK, ILLINOIS

580145
FILED

AUSTIN 7-8600
FILLMORE 5-0500

EXECUTIVE OFFICES

MAY 28 1963

November 13, 1961

AT O'CLOCK
ELDER: A. WAGNER, JR.
CLERK

Mr. R. Emmett Kelly, Chairman
Affiliated Local Unions Negotiating Committee
Locals 189, 262, 320, 546, 547, 571 and 638
130 North Wells Street
Chicago, Illinois

Dear Mr. Kelly:

During the course of the 1961 negotiations you have stated that if the entire industry were to make an offer which restricted the hours for the sale of meats to one, two or three nights a week, such an offer would be considered a conspiracy in restraint of trade and would, therefore, not be acceptable to the Affiliated Local Unions. You further stated that in order for the Affiliated Local Unions to entertain any offer for night operations, it must be an offer which would provide for the sale of meats on a 24-hour day, 7-day-a-week basis--in other words, which would provide for no restrictions on the days or hours when meat may be sold.

Since Jewel does not want to be party to a conspiracy to restrain trade and since it is also desirous of removing all restrictions on the hours at which meats may be sold, Jewel makes the following offers on behalf of itself and any other employer who desires to join in the offers.

Jewel Offer No. 1 - Self-Service Markets Only

During these negotiations, and also the negotiations for the last several years, you have consistently maintained that neither our meat cutters, nor those of any other employer want to work after 6:00 P.M. Our first offer is designed to accede to the stated wishes of your membership in this respect in that no employees will be required to work on Sundays or after 6:00 P.M., Mondays through Saturdays, inclusive. Since it is not possible to operate a service

[fol. 20]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 10

MAY 28 1963

November 13, 1961

AT _____ O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

Mr. R. Emmett Kelly, Chairman
Affiliated Local Unions Negotiating Committee
Locals 189, 262, 320, 546, 547, 571 and 638
130 North Wells Street
Chicago, Illinois

Dear Mr. Kelly:

During the course of the 1961 negotiations you have stated that if the entire industry were to make an offer which restricted the hours for the sale of meats to one, two or three nights a week, such an offer would be considered a conspiracy in restraint of trade and would, therefore, not be acceptable to the Affiliated Local Unions. You further stated that in order for the Affiliated Local Unions to entertain any offer for night operations, it must be an offer which would provide for the sale of meats on a 24-hour day, 7-day-a-week basis--in other words, which would provide for no restrictions on the days or hours when meat may be sold.

Since Jewel does not want to be party to a conspiracy to restrain trade and since it is also desirous of removing all restrictions on the hours at which meats may be sold, Jewel makes the following offers on behalf of itself and any other employer who desires to join in the offers.

Jewel Offer No. 1 - Self-Service Markets Only

During these negotiations, and also the negotiations for the last several years, you have consistently maintained that neither our meat cutters, nor those of any other employer want to work after 6:00 P.M. Our first offer is designed to accede to the stated wishes of your membership in this respect in that no employees will be required to work on Sundays or after 6:00 P.M., Mondays through Saturdays, inclusive. Since it is not possible to operate a service market without employees on duty, this limitation on the hours which employees may be required to work necessarily limits our offer to self-service markets.

[fol. 20]
IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 10

Jewel offers to enter into a contract covering its self-service markets which will provide the same wages, health and welfare, vacations and all other terms of employment as those agreed upon between the Affiliated Locals and the industry, except as follows:

1. All restrictions on the hours at which meats and meat products may be sold shall be removed from the contract.
2. No employees other than the members of the Meat Cutters Union may stock or rotate the meats in self-service cases.
3. No employees may be required to work on Sundays or after 6:00 P.M., Mondays through Saturdays, inclusive, except that reasonable overtime may be required outside of such hours if the market or meat department is not open for the sale of meat.

Jewel Offer No. 2 - Self-Service and Service Markets

In the belief that adequate remuneration for work after 6:00 P.M. may offset the desire of your membership not to work after 6:00 P.M., Jewel offers to enter into a contract applicable to both service and self-service markets which will provide the same wages, health and welfare, vacations and other contract provisions as those agreed upon between the industry and the Union's negotiating committee, except as follows:

1. All restrictions on the hours at which meats and meat products may be sold shall be removed from the contract.
2. No employees other than the members of the Meat Cutters Union may stock or rotate the meats in self-service cases.
3. All work in excess of 8 hours in any one day, or after 6:00 P.M. on Mondays through Saturdays, inclusive, or on Sundays, shall be paid for at time and one-half.
4. A journeyman must be on duty during all hours that fresh meat is offered for sale between the hours of 9:00 A.M. and 9:00 P.M. on Mondays, Thursdays and

[fol. 21]

Jewel offers to enter into a contract covering its self-service markets which will provide the same wages, health and welfare, vacations and all other terms of employment as those agreed upon between the Affiliated Locals and the industry, except as follows:

1. All restrictions on the hours at which meats and meat products may be sold shall be removed from the contract.
2. No employees other than the members of the Meat Cutters Union may stock or rotate the meats in self-service cases.
3. No employee may be required to work on Sundays or after 6:00 P.M., Mondays through Saturdays, inclusive, except that reasonable overtime may be required outside of such hours if the market or meat department is not open for the sale of meat.

Jewel Offer No. 2 - Self-Service and Service Markets

In the belief that adequate remuneration for work after 6:00 P.M. may offset the desire of your membership not to work after 6:00 P.M., Jewel offers to enter into a contract applicable to both service and self-service markets which will provide the same wages, health and welfare, vacations and other contract provisions as those agreed upon between the industry and the Union's negotiating committee, except as follows:

1. All restrictions on the hours at which meats and meat products may be sold shall be removed from the contract.
2. No employees other than the members of the Meat Cutters Union may stock or rotate the meats in self-service cases.
3. All work in excess of 8 hours in any one day, or after 6:00 P.M. on Mondays through Saturdays, inclusive, or on Sundays, shall be paid for at time and one-half.
4. A journeyman must be on duty during all hours that fresh meat is offered for sale between the hours of 9:00 A.M. and 9:00 P.M. on Mondays, Thursdays and

Fridays, and between the hours of 9:00 A.M. and 6:00 P.M. on Tuesdays, Wednesdays and Saturdays. If the needs of our business require that an employee be on duty after 6:00 P.M. on Tuesdays, Wednesdays or Saturdays, or at any time on Sundays, the first employee called to work during such hours must be a Journeyman Meat Cutter. If a journeyman is on duty, additional employees on duty at the same time may be apprentices or male meat clerks.

We shall, of course, endeavor to rotate any work required after 6:00 P.M. and on Sundays among qualified journeymen.

5. The workday for any employee scheduled to work after 6:00 P.M. shall be so fixed as not to require him to put in more than 8 hours on the job. Thus, an employee who would be expected to work to 9:00 P.M. with one hour off for supper would be scheduled to start work beginning at 12:00 noon.

An earlier starting time for an employee required to work at nights might be agreed upon, but we have not offered it in the belief that you would not want to require by union contract a longer workday than 8 hours.

We wish to point out in making Jewel Offer No. 2 that we are offering to provide substantially the same working conditions and premium pay as those now enjoyed by our Joliet and Gary-Hammond meat cutters. The half-time premium pay involved in paying time and one-half for work after 6:00 P.M. will provide our meat cutters with substantially more premium pay than that enjoyed by employees on night shifts (the normal range is from ten to twenty cents per hour) and more than the retail clerks who will be working alongside of the meat cutters, none of whom now receive premium pay except in the event they perform night stocking work or work more than one night a week, the premium for such night work ranging from ten to twenty-five cents per hour.

Jewel is willing to enter into a contract embodying the terms of either of the above offers, which between them offer a choice of no night work or night work at premium pay.

Very truly yours,

[fol. 22]

Fridays, and between the hours of 9:00 A.M. and 6:00 P.M. on Tuesdays, Wednesdays and Saturdays. If the needs of our business require that an employee be on duty after 6:00 P.M. on Tuesdays, Wednesdays or Saturdays, or at any time on Sundays, the first employee called to work during such hours must be a Journeyman Meat Cutter. If a journeyman is on duty, additional employees on duty at the same time may be apprentices or male meat clerks.

We shall, of course, endeavor to rotate any work required after 6:00 P.M. and on Sundays among qualified journeymen.

5. The workday for any employee scheduled to work after 6:00 P.M. shall be so fixed as not to require him to put in more than 8 hours on the job. Thus, an employee who would be expected to work to 9:00 P.M. with one hour off for supper would be scheduled to start work beginning at 12:00 noon.

An earlier starting time for an employee required to work at nights might be agreed upon, but we have not offered it in the belief that you would not want to require by union contract a longer workday than 8 hours.

We wish to point out in making Jewel Offer No. 2 that we are offering to provide substantially the same working conditions and premium pay as those now enjoyed by our Joliet and Gary-Hammond meat cutters. The half time premium pay involved in paying time and one-half for work after 6:00 P.M. will provide our meat cutters with substantially more premium pay than that enjoyed by employees on night shifts (the normal range is from ten to twenty cents per hour) and more than the retail clerks who will be working alongside of the meat cutters, none of whom now receive premium pay except in the event they perform night stocking work or work more than one night a week, the premium for such night work ranging from ten to twenty-five cents per hour.

Jewel is willing to enter into a contract embodying the terms of either of the above offers, which between them offer a choice of no night work or night work at premium pay.

Very truly yours,

E. T. Vorbeck
Assistant Secretary

ETV/bw

[fol. 22]

Suite 1606

CHICAGO 6, ILLINOIS

130 NORTH WELLS STREET

AMALGAMATED MEAT CUTTER LOCAL UNIONS
No's 189, 262, 320, 350, 546, 547, 571, 612 and 638

THIS SIDE OF CARD IS FOR ADDRESS



October 4, 1962

DEAR JEWEL MEMBER:

You may have received a visit from one or more of your supervisors, asking you to sign a statement that you do not object to working nights. In some rare cases you may have signed it—even though in Joliet, Illinois, where night work --evails, two entire meat departments refused to sign.

In view of the voice vote which Jewel employees took recently opposing night work, we want your vote indicated on the attached card, so that we will have an expression of your opinion without any supervisor "looking over your shoulder."

Please return the attached post card without delay.

Fraternally yours,

MEAT CUTTER LOCAL UNIONS
No's 189, 262, 320, 350, 546,
547, 571, 612 and 638.

[fol. 23]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 11, 11A



THIS SIDE OF CARD IS FOR ADDRESS

I am opposed to working nights.

☐

I am in favor of working nights.

☐

Name _____ Date _____

Address _____

You have our assurance that your choice will be held STRICTLY
CONFIDENTIAL.

A. M. C. & B. W. OF N. A.

TO THE CUSTOMERS OF THE JEWEL FOOD STORES AT

86

6 N. Avenue
North Lake, Illinois
6

GRO.

(Store Stamp)

Jewel is anxious to determine whether the customers of each of our stores need to be able to buy fresh meats at night and, if so, the number of nights of service required to satisfy those needs. Therefore, we are asking our customers to express their opinions as to the need for additional hours during which fresh meat might be bought and their preferences as to the night or nights on which such service should be supplied. Since the needs of different communities vary, it is necessary that we secure such opinions on a store by store basis.

Your co-operation in completing the questionnaire below and delivering it to any Jewel checker before January 25, 1958, will be greatly appreciated.

JEWEL FOOD STORES

DOCKETED

TO: JEWEL FOOD STORES

- (1) Would it be helpful to you to be able to buy fresh meats from this Jewel Food Store at night?

(X) YES

() NO

- (2) If your answer to the first question is "yes", please indicate below the number of nights of service which you believe are needed and your preference as to nights.

NUMBER OF NIGHTS

- () One
(X) Two
() Three
() Four
() Five
() Six

(CIRCLE) NIGHT OR NIGHTS PREFERRED

MON - TUES - WED - THURS - FRI - SAT

MON (TUES) WED (THURS) FRI SAT

MON TUES WED THURS FRI SAT

MON TUES WED THURS FRI SAT

MON TUES WED THURS FRI SAT

MONDAY THROUGH SATURDAY, INCLUSIVE

58C145

FILED

Signed:

Mrs. R. A. Riv

[fol. 24]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 12

Service required to satisfy these needs. Therefore, we are asking our customers to express their opinions as to the need for additional hours during which fresh meat might be bought and their preferences as to the night or nights on which such service should be supplied. Since the needs of different communities vary, it is necessary that we secure such opinions on a store by store basis.

Your co-operation in completing the questionnaire below and delivering it to any Jewel checker before January 25, 1958, will be greatly appreciated.

JEWEL FOOD STORES

DOCKETED

TO: JEWEL FOOD STORES

- (1) Would it be helpful to you to be able to buy fresh meats from this Jewel Food Store at night?

(X) YES

() NO

- (2) If your answer to the first question is "yes", please indicate below the number of nights of service which you believe are needed and your preference as to nights.

NUMBER OF NIGHTS

- () One
 (X) Two
 () Three
 () Four
 () Five
 () Six

CIRCLE NIGHT OR NIGHTS PREFERRED

MON - TUES - WED - THURS - FRI - SAT

MON (TUES) WED (THURS) FRI SAT

MON TUES WED THURS FRI SAT

MON TUES WED THURS FRI SAT

MON TUES WED THURS FRI SAT

MONDAY THROUGH SATURDAY, INCLUSIVE

[fol. 24]
 IN UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 12

58C1415

FILED

MAY 28 1953

AT O'CLOCK
 ELBERT A. WAGNER, JR.
 CLERK

Signed:

Mrs. R. A. Rix

Address:

41 E. Armitage Ave
North Lake, Ill

MASTER TABULATION

TO: F. A. WERTHEIN
1955 W. North Avenue
Melrose Park, Illinois

PIF Ex 12-E

*Copy to
Jury
1/19/78*

TABULATING FORM

TOTAL SENT OUT 100,000

1.	Total number of questionnaires returned	18,775	100.0%
	Number of YES responses	16,747	89.2
	Number of NO responses	2,028	10.8
2.	A. Number preferring one night for sale of meat	6,848	36.5
	B. Night	M T W TH F S	
	Number requests	207 172 234 1,014 5,235 34	
		1.1 .9 1.2 5.4 27.8 .1	
3.	A. Number preferring two nights for sale of meat	6,896	36.7
	B. Night	M T W TH F S	
	Number requests	772 910 517 1,724 2,876 976	
		4.1 4.8 2.8 9.2 15.3 .5	
4.	A. Number preferring three nights for sale of meat	1,734	9.2
	B. Night	M T W TH F S	
	Number requests	378 134 343 298 531 50	
		2.0 .7 1.8 1.6 2.8 .3	
5.	A. Number preferring four nights for sale of meat	149	.8
	B. Night	M T W TH F S	
	Number requests	22 32 25 34 27 9	
		.1 .2 .1 .2 .2	
6.	A. Number preferring five nights for sale of meat	482	2.6
	B. Night	M T W TH F S	
	Number requests	22 22 23 22 109 4	
		.5 .5 .5 .5 .6	
7.	A. Number preferring six nights for sale of meat	638	3.4
			89.2

(Store Stamp)

58C145
FILED

PLAINTIFF'S EXH.

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

[fol. 25]

Number of YES responses

16,747

89.2

Number of NO responses

2,028

10.8

2. A. Number preferring one night for sale of meat

6,848

36.5

B. Night

Number requests

M	T	W	TH	F	S
207	172	234	1,011	5,235	34
1.1	.9	1.2	5.4	27.8	.1

3. A. Number preferring two nights for sale of meat

6,896

36.7

B. Night

Number requests

M	T	W	TH	F	S
772	910	517	1,724	2,876	97
4.1	4.8	2.8	9.2	15.3	.5

4. A. Number preferring three nights for sale of meat

1,734

9.2

B. Night

Number requests

M	T	W	TH	F	S
278	134	213	298	531	50
2.0	.7	1.8	1.6	2.8	.3

5. A. Number preferring four nights for sale of meat

149

.8

B. Night

Number requests

M	T	W	TH	F	S
22	32	25	34	27	9
.1	.2	.1	.2	.2	

6. A. Number preferring five nights for sale of meat

482

2.6

B. Night

Number requests

M	T	W	TH	F	S
92	92	93	92	109	4
.5	.5	.5	.5	.6	

7. A. Number preferring six nights for sale of meat

638

3.4

89.2

(Store Stamp)

58C145

FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

DOCKETED

PLAINTIFF'S EXHIBIT 12E

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

[fol. 25]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 13

COMPARISON WEEKLY SALES PAYROLL & EARNINGS - FOR 9 STORES VS. COMPANY AVERAGE

BEFORE AND AFTER NIGHT HOUR SALE OF MEAT

DOCKETED

58C1415

FILED

MAY 28 1963

AT 10 O'CLOCK
CLERK A. WAGNER, JR.

	Average 9 Stores Per Week Per Store		% Increase From Base	Company Increase for Comparable Periods
	Before(1)	After(2)		
Meat Sales	\$9,667	\$11,505	19.0	6.8
Total Sales	31,381	\$36,618	16.7	4.9
% Meat Sales & Total Sales	30.8	31.4	.6	.5
Meat Payroll \$	\$759	\$935	23.2	9.1
% Meat Payroll to Meat Sales	7.9	8.2	.3	.2
Total Store Payroll	\$2,059	\$2,461	19.5	7.9
% Total Store Payroll to Total Sales	6.6	6.8	.2	.2
Total Store Earnings	\$1,315	\$1,618	23.1	7.7

(1) Base Period (one year's results)

(2) One year results after expansion of Meat Sales in P. M.

[fol. 27]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

Loss of Profits Because Level Unable
Sell Meat at Night Except in 33 stores. PLAINTIFF'S EXHIBIT 16

Line	Business	1953 Jan 1 - Dec 31	1954	1955	1956	1957	1958	1959	1960	1961	1962 Jan 1 - Dec 31	TOTAL EARNINGS 1953-1962
X 15	Aurora											131,550
23	Midvale											227,200
30	Crystal Lake											1,297,210
41	Kankakee											(147,460)
341	Joliet											637,800
X 362	Elmhurst											312,316
426	Waukegan											179,977
499	Union Lake											(79,777)
X 515	Kenosha											5,672,251
661	Madison											(37,661)
902	Aurora											263,000
X 950	Aurora											83,320
1083	Chicago											(3,350)
1161	Joliet											276,933
1253	Rockford											(163,723)
1320	McKalle											(80,535)
1423	Kankakee											(1,326)
1533	St. Charles											(3,016)
1765	Whiting											210,476
2466	Chicago											(20,360)
2601	Washington											191,374
3214	Rockford											(129,912)
3510	Rockford											(52,772)
3718	Rockford											111,402
4501	Rockford											(77,490)
4523	Rockford											362,207
4569	Rockford											358,488
6218	Rockford											81,374
6311	Rockford											(72,172)
8933	Hammond											(47,466)
9242	Hammond											259,351
9411	Highland											2,217
H.C. (Ill. meat)												87,227
Total earnings of 11 companies		13,198	65,727	357,771	525,907	645,607	1,007,202	761,215	676,777	719,508	468,038	5,841,740
Total Company earnings		2,574,912	6,326,872	11,307,727	11,627,227	11,607,072	11,127,302	17,004,349	17,566,416	17,741,707	17,225,353	116,182,792
Total amount received by Hammacher-Schlosser		2,541,714	6,271,144	11,247,156	10,791,116	11,362,211	11,160,611	16,222,334	16,767,447	16,522,157	1,460,315	110,940,132

Damages to Janel by not be
allowed to sell meat at night = \$40,940,352 @ 15.4% = \$17,084,514

① The 15.4% RO was obtained from Record of findings from
9 stores only

MARKET FACTS, INC.

Pif. Ex 17, ed.

SURVEY OF CHICAGO AREA HOMEMAKER'S
OPINIONS CONCERNING FRESH MEAT
PURCHASING AFTER 6:00 P.M.

53C1965

FILED

Summary Report

MAY 28 1963

AT 10 O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

DOCKETED

[fol. 28]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
PLAINTIFF'S EXHIBIT 17

A Study Conducted By:

Market Facts, Incorporated
100 South Wacker Drive
Chicago 6, Illinois

SPECIFICATIONS OF STUDY

Objective:

To establish among telephone-owning, Chicago area homemakers the level of awareness of, and attitudes toward, the rule which prohibits the sale of fresh meat after 6:00 P. M.

Sample Size:

422

Type of Sample:

Random selection from Chicago and suburban telephone directories. Approximately half of the interviews were conducted within Chicago and the remainder in suburban communities within twenty miles of Chicago.

Qualified Respondent:

Any female head-of-household.

Time and Dates of Interviewing:

Evenings and daytime interviewing on Monday and Tuesday, October 22 and 23, 1962.

Interviewing Staff:

Experienced telephone interviewers who were recruited, trained and supervised by Market Facts, Inc.

Design, Preparation and Execution of Survey:

All aspects of the study design, planning and implementation of the field work, and the processing and tabulation of questionnaires were carried out exclusively by Market Facts, Inc.

[fol. 29]

SUMMARY OF KEY FINDINGS

<u>Item</u>	<u>Proportion in Sample</u>	* Probable Minimum and Maximum <u>Proportion in Population</u>	<u>**Projected to 1,280,400 Telephone-Owning Cook County Households</u>
	(%)	(%)	(Number of Households)
Normally use auto- mobile for shopping	66	60-72	744,240- 893,088
Cannot drive or car is not normally available on weekdays	56	50-62	620,200- 769,048
Aware that it is im- possible to buy fresh meat after 6:00 P.M.	95	92-98	1,141,168-1,215,592
Prefer to do some or all of their regular food shopping in the evening	36	30-42	372,120- 520,968
Said the 6:00 P.M. rule concerning fresh meat causes them inconveni- ence or problems	34	28-40	347,312- 496,160
Have had experience where an unsatisfactory substitute had to be served to family	19	14-24	173,656- 297,696
Would favor change in 6:00 P.M. rule so that fresh meat could be purchased	89	85-93	1,054,340-1,153,572

Would favor this

<u>Item</u>	<u>Proportion in Sample</u>	<u>Proportion in Population</u>	<u>Telephone-Owning Cook County Households</u>
	(%)	(%)	(Number of Households)
Normally use auto- mobile for shopping	66	60-72	744,240- 893,088
Cannot drive or car is not normally available on weekdays	56	50-62	620,200- 769,048
Aware that it is im- possible to buy fresh meat after 6:00 P.M.	95	92-98	1,141,168-1,215,592
Prefer to do some or all of their regular food shopping in the evening	36	30-42	372,120- 520,968
Said the 6:00 P.M. rule concerning fresh meat causes them inconveni- ence or problems	34	28-40	347,312- 496,160
Have had experience where an unsatisfactory substitute had to be served to family	19	14-24	173,656- 297,696
Would favor change in 6:00 P.M. rule so that fresh meat could be purchased	<u>89</u>	<u>85-93</u>	1,054,340-1,153,572
Would favor this strongly	52	46-57	570,584- 707,028

[fol. 30]

* Based on two standard errors (i. e. 95% level of confidence)

** Source of population data: U.S. Census, Department of Commerce. Base figure of 1,280,400 represents 80% (telephone ownership in Chicago area) of total Cook County households, 1,600,499.

MARKET FACTS, INC.
39 SO. LA SALLE ST.
CHICAGO 3, ILL.

TABLE NO. 2
QU. NO. 2a, b

PERCENTAGE BY:

TYPED BY:

CHECKED BY:

DB No. 2-2901

ABILITY TO DRIVE AND AVAILABILITY OF AUTOMOBILE

Said They:		This Percent of the Respondents Who Are:									
		Employed				Not Employed				Total Sample	
		No.	%	No.	%	No.	%	No.	%	No.	%
Can drive	1	58	55			184	58			242	57
Car is normally available during weekdays:											
1 day	1	1	1			20	6			21	5
2 days		3	3			7	2			10	2
3 days		4	4			10	3			14	3
4 days	211	-	-			5	2			5	1
5 days		36	34			103	33			139	33
None	0	14	13			39	12			53	13
Cannot drive	142	48	45			132	42			180	43
(Number of Respondents)		(106) 100				(316) 100				(422) 100	

Said They:	Employed 1				Employed 2				Sample	
	No.	%	No.	%	No.	%	No.	%	No.	%
Can drive	58	55			114	58			242	57
Car is normally available during weekdays:										
1 day	1	1			20	6			21	5
2 days	3	3			7	2			10	2
3 days	4	4			10	3			14	3
4 days	-	-			5	2			5	1
5 days	36	34			103	33			139	33
None	0	14	13		39	12			55	13
Cannot drive	14	48	45		132	42			180	43
(Number of Respondents)	(106)	100			(316)	100			(422)	100

[fol. 31]

CHICAGO METROPOLITAN AREA LABOR FORCE

(Standard Metropolitan Statistical Area:

Cook, Du Page, Kane, Lake, McHenry, and Will Counties, Illinois)

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 18C

1960 CIVILIAN LABOR FORCE (over 14 years)

Male	1,729,000
Female	<u>896,000</u>
Total	2,625,000

Married Women in Labor Force (Husbands Present)	456,000
--	---------

77% of Husbands Who Work (Excludes students, physically handicapped, etc.)	<u>351,000</u>
--	----------------

H. & W. in Families Where Both Husband & Wife Work	807,000
---	---------

Source: U.S. Census of Population, 1960 (Illinois), General Social and
Economic Characteristics.
Final Report PC(1)-15C. U.S. Govt. Printing Office.

(All figures rounded to nearest thousand)

DOCKETED
FILED

MAY 28 1963

5801415

AT _____ O'CLOCK
ELBERT A. WAGNER, JR.
CLERKEX 18C
EX 18C

FILED DOCKETED

540145

Pls Ex 19, J

MAY 28 1963

JEWEL FOOD STORES - 1957

Estimated Costs That Would Be Incurred If All Jewel Stores Were Closed in Late 1957

AT O'CLOCK Estimates Based on Company Performance During Last 8 Weeks, 1957)
ELBERT A. WAGNER, JR.
CLERK

<u>Length of Strike</u>	<u>Loss of Sales *</u>	<u>Continuing Expenses</u>	<u>Loss of Earnings **</u>	<u>Accumulative Continuing Expenses</u>	<u>Loss of Earnings</u>	<u>Total</u>
1st day	\$943,900	\$ 33,700	\$14,200	\$ 33,700	\$ 14,200	\$ 47,900
2nd day	943,900	33,700	14,200	67,400	28,400	95,800
3rd day	943,900	33,700	14,200	101,100	42,600	143,700
4th day	943,900	33,700	14,200	134,800	56,800	191,600
5th day	943,900	33,700	14,300	168,500	71,100	239,600
6th day	944,000	33,700	14,300	202,200	85,400	287,600
<hr/>						
2nd week	5,663,500	202,200	85,400	404,400	170,800	575,200
3rd week	5,663,500	202,200	85,400	606,600	256,200	862,800
4th week	5,663,500	202,200	85,400	808,800	341,600	1,150,400
5th week	5,663,500	202,200	85,400	1,011,000	427,000	1,438,000
6th week	5,663,500	202,200	85,400	1,213,200	512,400	1,725,600
7th week	5,663,500	202,200	85,400	1,415,400	597,800	2,013,200
8th week	5,663,500	202,200	85,400	1,617,600	683,200	2,300,800

Other Losses

- (1) An estimated \$1,006,000 of perishable products (dairy, produce, delicatessen & meats) would be found in all stores at the end of a typical day in 1957. It is difficult to estimate the losses that would be incurred to these products because of differences in product perishability and the possibility of selling out some of these products in the event of a strike.

[fol. 33]

IN UNITED STATES COURT FOR THE NORTH DISTRICT OF CALIFORNIA
PLAINTIFFS

3rd day	943,900	33,700	14,200	101,100	42,600	143,700
4th day	943,900	33,700	14,200	134,800	56,800	191,600
5th day	943,900	33,700	14,300	168,500	71,100	239,600
6th day	944,000	33,700	14,300	202,200	85,400	287,600
<hr/>						
2nd week	5,663,500	202,200	85,400	404,400	170,800	575,200
3rd week	5,663,500	202,200	85,400	606,600	256,200	862,800
4th week	5,663,500	202,200	85,400	808,800	341,600	1,150,400
5th week	5,663,500	202,200	85,400	1,011,000	427,000	1,438,000
6th week	5,663,500	202,200	85,400	1,213,200	512,400	1,725,600
7th week	5,663,500	202,200	85,400	1,415,400	597,800	2,013,200
8th week	5,663,500	202,200	85,400	1,617,600	683,200	2,300,800

Other Losses

- (1) An estimated \$1,006,000 of perishable products (dairy, produce, delicatessen & meats) would be found in all stores at the end of a typical day in 1957. It is difficult to estimate the losses that would be incurred to these products because of differences in product perishability and the possibility of selling out some of these products in the event of a strike.

* Sales losses are based on the average volume for the last 8 weeks of 1957.

** Expenses & Earnings are based on the average volume for the last 8 weeks of 1957.

"Continuing Expenses" are irreducible custodial expenses, lease charges, etc. and are predicated upon assumption company could immediately get upon such a basis. To the extent, or for any period, it could not do so, "expenses" would measurably be increased.

[fol. 33]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PLAINTIFF'S EXHIBIT 19

B14 Ex 22, id

INTER-OFFICE MEMORANDUM

DOCKETED

To: (check)

- ☐ Barnington
☐ 3617 Ashland Ave.
☐ Melrose Park

Personnel File of Walter Santeler

TO 3510 - 3214, Rockford

FROM

C. A. Cantrell

UNIT OR BRANCH

DATE April 9, 1959

58C1415

Subject: MANAGEMENT OF 3510 ROCKFORD

FILED

MAY 28 1963

On two different occasions I have had to take considerable "out of code" product out of Wally Santelers cases. On the first occasion approximately two shopping carts full of product was removed from sale. AL O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

Recently it was rumored that Santeler was purchasing additional Beef Hearts and Beef Tongues to grind in with his Beef Trimmings for Ground Beef. Mr. Grewe questioned Santeler, Wednesday morning April 8, at the new 3214 Rockford store opening as to whether these rumors were true and he admitted that he had been doing this, but assured Mr. Grewe that he would not do it again. It was carefully explained to Santeler that his meat grinder is not a "Disposal".

Santeler is fully aware of Jewel's Policies of CORRECT WEIGHTS, CORRECT CODES, THE CORRECT METHOD OF GRINDING and FORMULAS OF GROUND BEEF AND GROUND ROUND STEAK, and FRESHNESS CONTROL and agrees to abide by these policies in the future. He is also aware that if there is any deviation from Jewel's policies that he is subject to immediate dismissal from the company. This of course includes working his personnel overtime and failing to pay them for their overtime.

District 1, 3510 Rockford's District, had an increase in sales of 1.01 % the 3rd Period over the 2nd Period, while 3510 had a 9.24% loss in Sales. Failure to give our Customers Jewel Quality and Freshness at all times can't help but cause a loss in Sales.

3510 ROCKFORD

\$5939 2nd Per.
5489 3rd Per.
\$ 450 (Loss 9.24%)

DISTRICT 1

\$8087 2nd Per.
8193 3rd Per.
\$ 106 Gain 1.01%

C. A. Cantrell

C. A. Cantrell, Central Div.
Market Operating Manager.

I have read the above and agree that

[fol. 34]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
PLAINTIFF'S EXHIBIT 22

MAY 28 1963

On two different occasions I have had to take considerable "out of code" product out of Wally Santelers cases. On the first occasion at 11 O'CLOCK approximately two shopping carts full of product was removed from ELBERT A. WAGNER, JR. sale. CLERK

Recently it was rumored that Santeler was purchasing additional Beef Hearts and Beef Tongues to grind in with his Beef Trimmings for Ground Beef. Mr. Grewe questioned Santeler, Wednesday morning April 8, at the new 3214 Rockford store opening as to whether these rumors were true and he admitted that he had been doing this, but assured Mr. Grewe that he would not do it again. It was carefully explained to Santeler that his meat grinder is not a "Disposal".

Santeler is fully aware of Jewel's Policies of CORRECT WEIGHTS, CORRECT CODES, THE CORRECT METHOD OF GRINDING and FORMULAS OF GROUND BEEF AND GROUND ROUND STEAK, and FRESHNESS CONTROL and agrees to abide by these policies in the future. He is also aware that if there is any deviation from Jewel's policies that he is subject to immediate dismissal from the company. This of course includes working his personnel overtime and failing to pay them for their overtime.

District 1, 3510 Rockford's District, had an increase in sales of 1.01 % the 3rd Period over the 2nd Period, while 3510 had a 9.24% loss in Sales. Failure to give our Customers Jewel Quality and Freshness at all times can't help but cause a loss in Sales.

3510 ROCKFORD

\$5939 2nd Per.
5489 3rd Per.
 \$ 450 (Loss 9.24%)

DISTRICT 1

\$8087 2nd Per.
8193 3rd Per.
 \$ 106 Gain 1.01%

C. A. Cantrell
 C. A. Cantrell, Central Div.
 Market Operating Manager.

I have read the above and agree that these statements are true and that in the future I will operate my Market according to Company Policies

Signed

Walter Santeler

CC: Mr. N. J. Grewe

Jewel Tea Co., Inc.

A BETTER PLACE TO TRADE - A BETTER PLACE TO WORK

FORM M-221

1-55

[fol. 34]
 IN UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF ILLINOIS
 PLAINTIFF'S EXHIBIT 22

DOCKETED

STIPULATION

[fol. 35]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 8

THE PARTIES STIPULATE, subject to objection of Plaintiff as to relevancy and materiality, that within the Chicago area, comprised of Cook, Lake, Kane, DuPage and McHenry Counties, Illinois, within which collective bargaining agreements with the Defendant Local Unions (including only Group 1 of Local Union No. 189) provide that market operating hours of meat markets shall be from 9:00 A. M. to 6:00 P. M., Monday through Saturday, the following named employers, as of the dates shown, operated the designated number of service and self-service meat markets and employed the designated number of head meat cutters, journeymen and apprentices in these markets:

Employer	As Of	Self-Service Markets	Employees	Service Markets	Employees	As Of	Self-Service Markets	Employees	Service Markets	Employees
National Tea Co.	9/2/57	115	*	121	*	1/2/62	162	766	22	45
Great Atlantic & Pacific Tea Co.	9/2/57	90	**	54	***	1/2/62	117	570	28	73
High-Low Foods, Inc.	9/2/57	11	100	27	116	1/2/62	26	230	27	116
Wieboldt Stores, Inc.	10/12/57	2	14	5	35	1/6/62	5	35	2	12
Eagle Food Centers, Inc. (including Eagle and Pig Wiggly Stores)	9/2/57	1	8	0	0	1/2/62	13	42	0	0
Sure Save Food Markets	9/2/58	4	22	2	4	1/2/62	9	47	1	3
Fair Store	9/2/57	0	0	1	4	1/2/62	0	0	1	2
The Kroger Co.	9/2/57	39	169	28	60	1/2/62	45	203	2	6
Jewel Tea Co.	12/28/57	157	1192	25	86	12/20/61	206	1318	15	50

* 518 employees employed in both service & self-service markets without a breakdown between them.

** 90 head meat cutters; figures not available for journeymen and apprentices.

*** 54 head meat cutters; figures not available for journeymen and apprentices.

AMALGAMATED MEAT CUTTERS

30 NORTH WELLS STREET

FRANKLIN SQUARE

CHICAGO 8

AFFILIATED WITH THE
AFL CIO
ILLINOIS FEDERATION OF LABOR
CHICAGO FEDERATION OF LABOR

W. EMMETT KELLY
SECRETARY-TREASURER



July 22, 1957

Mr. E. E. Hargrave, Vice-Pres.
Jewel Food Stores
1955 W. North Avenue
Melrose Park, Ill.

Dear Mr. Hargrave:

As you know, the existing Collective Bargaining Agreement between
you, ... JEWEL FOOD STORES, ...
and the AMALGAMATED MEAT CUTTERS' UNION expires on
OCTOBER 5, 1957.

This is to inform you that it is our desire to open negotiations for
a new Contract to cover wages, hours and various other conditions
of employment.

In the event you have shops located within the jurisdiction of
LOCALS 189, 262, 320, 546, 547, 571 and 638, you may consider this
letter as notice of our desire to negotiate a new Contract on behalf of
those Unions listed.

We shall be pleased to meet with you at any time mutually convenient
for the purpose of negotiating the terms of a new Contract.

With very best wishes, I remain

Very truly yours,

Chairman, Affiliated
Local Unions' Negotiating
Committee, Locals 189,
320, 546, 547, 571 and 638.

REK:h
ccu 28

[fol. 36]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 11

[fol. 37]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 12

Re: Messrs. C. H. Brennan, Associated Food Dealers
A. J. Ernst, A & P
L. Carroll, Kroger
R. H. Cobb, National Tea Co.
Miss Genevieve Rooney - High-Low Foods

Def X 12
ID

July 30, 1957

Mr. R. Emmett Kelly, Chairman
Affiliated Local Unions' Negotiating Committee
Amalgamated Meat Cutters
190 North Wells Street
Chicago 6, Illinois

Dear Mr. Kelly:

This will acknowledge receipt of your letter notifying us that the Affiliated Locals wish to reopen the contract for negotiations for a new agreement.

In order to expedite the negotiations as much as possible, I would like to suggest that you send the Unions' proposals to all employers and all employer associations normally represented in these negotiations, or, if that is not deemed feasible, that you call a meeting in the near future for the purpose of submitting your proposals.

Very truly yours,

E. T. Vorbeck
General Attorney

ETV/ty

AMALGAMATED MEAT CUTTERS

130 NORTH WELLS STREET

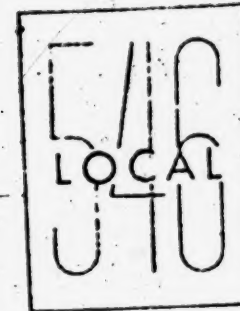
CHICAGO 6

CHICAGO 6

OFFICERED WITH THE
AFL CIO
ILLINOIS FEDERATION OF LABOR
CHICAGO BRANCHING OF LABOR

R EMMETT KELLY
SECRETARY-TREASURER

August 8, 1957



Mr. Kordeck
Mr. E. E. Hargrave,
Jewel Food Stores
1955 W. North Avenue
Melrose Park, Ill.

RECEIVED

AUG 12 1957

LAW DIVISION

Dear Mr Hargrave:

There will be a meeting held on Tuesday, August 20 at 10:00 A. M. at 130 North Wells Street in Room 414 for the purpose of presenting Contract demands to all employers and at the same time offering explanation of such to those making inquiry.

With very best wishes, I remain

Yours very truly,

R Emmett Kelly
Secretary-Treasurer

REK:h
oeiu 28

DEFENDANTS' EXHIBIT 13

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

[Vol. 38]

CONTRACT DEMANDS SUBMITTED BY THE AFFILIATED
LOCAL UNION NEGOTIATING COMMITTEE AND COVERING MEAT
CUTTER LOCALS NO. 189; 262, 320, 546, 547, 571 and 638.

-
1. A two (2) year agreement with wage increases as specified below for the first (1st) year and with a wage re-opener ONLY for the second (2nd) Year.
 2. Time and one-half (1-1/2) to be paid for all work in excess of Forty (40) Hours per week.
 3. There shall be two (2) Fifteen (15) Minute rest periods each day in all meat departments.
 4. Increase all JOURNEYMEN in both SERVICE AND SELF-SERVICE MARKETS to ONE HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$112. 50) weekly.
 5. Increase all HEAD MEAT CUTTERS in both SERVICE AND SELF-SERVICE MARKETS to ONE HUNDRED NINETEEN DOLLARS (\$119. 00) weekly.
 6. Increase all APPRENTICES in both SERVICE AND SELF-SERVICE MARKETS AS FOLLOWS:

FIRST YEAR.....	SEVENTY-TWO (\$72. 00) per week
SECOND YEAR.....	EIGHTY DOLLARS (\$80. 00) " "
THIRD YEAR.....	EIGHTY-EIGHT DOLLARS (\$88. 00) per week.

7. GROUPS THREE AND FOUR, (3 and 4) in LOCAL UNION NO. 189 to be incorporated into GROUP TWO (2).

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEPENDANTS' EXHIBIT 14

[fol. 39]

CUTTER LOCALS NO. 189, 262, 320, 546, 547, 571 and 638.

.....
1. A two (2) year agreement with wage increases as specified below for the first (1st) year and with a wage re-opener ONLY for the second (2nd) Year.

2. Time and one-half (1-1/2) to be paid for all work in excess of Forty (40) Hours per week.

3. There shall be two (2) Fifteen (15) Minute rest periods each day in all meat departments.

4. Increase all JOURNEYMEN in both SERVICE AND SELF-SERVICE MARKETS to ONE HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$112. 50) weekly.

5. Increase all HEAD MEAT CUTTERS in both SERVICE AND SELF-SERVICE MARKETS to ONE HUNDRED NINETEEN DOLLARS (\$119. 00) weekly.

6. Increase all APPRENTICES in both SERVICE AND SELF-SERVICE MARKETS AS FOLLOWS:

FIRST YEAR.....	SEVENTY-TWO (\$72.00) per week
SECOND YEAR.....	EIGHTY DOLLARS (\$80.00) " "
THIRD YEAR.....	EIGHTY-EIGHT DOLLARS (\$88.00) per week.

7. GROUPS THREE AND FOUR (3 and 4) in LOCAL UNION NO. 189 to be incorporated into GROUP TWO (2).

[fol. 39]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEPENDANTS' EXHIBIT 14

8. Whenever an employee who has been employed Six (6) Months or longer leaves his present employment for any reason, he shall be entitled to PRO-RATED VACATION based on his months of service.

9. Increase the VACATION SCHEDULE to include three (3) weeks vacation for ten (10) years of Service.

10. Reinstate "VETERANS' DAY as a PAID HOLIDAY.

11. SERVICE MARKETS under the jurisdiction of Local 262 demand the same FORTY(40) HOUR WORK WEEK as presently in SELF-SERVICE MARKETS.

12. CONTRACT DEMANDS shall be subject to retroactivity at all times.

13. THE UNION shall have the right to supplement these demands at any time during the negotiations.

14. SUCCESSIONS AND ASSIGNS CLAUSE

This Agreement shall be binding upon the Company herein, and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein or by any change to any other form of business organization or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent

9. Increase the VACATION SCHEDULE to include three (3) weeks vacation for ten (10) years of Service.

10. Reinstate "VETERANS' DAY as a PAID HOLIDAY.

11. SERVICE MARKETS under the jurisdiction of Local 262 demand the same FORTY(40) HOUR WORK WEEK as presently in SELF-SERVICE MARKETS.

12. CONTRACT DEMANDS shall be subject to retroactivity at all times.

13. THE UNION shall have the right to supplement these demands at any time during the negotiations.

14. SUCCESSIONS AND ASSIGNS CLAUSE

This Agreement shall be binding upon the Company herein, and its successors and assigns and, no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein or by any change to any other form of business organization or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization or ownership.

[fol. 40]

JEWEL TEA CO., INC.

FOOD STORES AND HOME SERVICE ROUTES
1995 WEST NORTH AVENUE MELROSE PARK, ILLINOIS

AUSTIN 7-6600
FILLMORE 5-0500

LAW DIVISION

August 30, 1957

Mr. C. H. Brozann
Associated Food Dealers of Greater Chicago, Inc.
510 North Dearborn Street
Chicago, Illinois

*Def X15
ID*

Dear Carl:

I am enclosing a recently negotiated and executed contract with Local 350, covering all meat market personnel in Lake County, Indiana, and also our 1956-57 contract with Local 612 at Joliet, Illinois, because certain of these contract provisions will be of interest to you and your association members.

The two contracts are similar in that they provide employers with considerable more latitude in their market operations and working conditions than those provided by Local 546 and its affiliated locals. Thus, in Local 350 an employer may operate his market any hours that he chooses, including Sundays. You will note in this contract that the article governing market operating has been completely removed from the contract. The same is true in Local 612, except that the contract continues to prohibit Sunday operations. Lifting the restrictions on Sunday operations was sought actively only by independent operators in the Lake County, Indiana area, no chain either seeking or wanting this restriction removed.

The second change of significance is the permission granted by the Union to the employer to use a flexible workday; i.e., one which can be begun at any hour from 8:00 a.m. to 12:00 noon, provided only that it does not last beyond 9:00 p.m. This appears in Section 1 of Article 4 of the Local 350 contract, and in Paragraph (a) of Article III of the Local 612 contract.

Both contracts require us to pay time and one-half after 6:00 p.m., but since we are enabled to start the workday as late as 12:00 noon, this means that we can incorporate such overtime as part of the basic workweek, if we so desire. This also means that our expense for such overtime is increased merely by the half time extra rather than time and one-half. The two contracts differ in another respect. In the

[fol. 41]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINO

DEFENDANTS' EXHIBIT 15

August 30, 1957

Mr. C. H. Broxann
Associated Food Dealers of Greater Chicago, Inc.
510 North Dearborn Street
Chicago, Illinois

Def X15
ID

Dear Carl:

I am enclosing a recently negotiated and executed contract with Local 350, covering all meat market personnel in Lake County, Indiana, and also our 1956-57 contract with Local 612 at Joliet, Illinois, because certain of these contract provisions will be of interest to you and your association members.

The two contracts are similar in that they provide employers with considerable more latitude in their market operations and working conditions than those provided by Local 546 and its affiliated locals. Thus, in Local 350 an employer may operate his market any hours that he chooses, including Sundays. You will note in this contract that the article governing market operating has been completely removed from the contract. The same is true in Local 612, except that the contract continues to prohibit Sunday operations. Lifting the restrictions on Sunday operations was sought actively only by independent operators in the Lake County, Indiana area, no chain either seeking or wanting this restriction removed.

The second change of significance is the permission granted by the Union to the employer to use a flexible workday; i.e., one which can be begun at any hour from 8:00 a.m. to 12:00 noon, provided only that it does not last beyond 9:00 p.m. This appears in Section 1 of Article 4 of the Local 350 contract, and in Paragraph (a) of Article III of the Local 612 contract.

Both contracts require us to pay time and one-half after 6:00 p.m., but since we are enabled to start the workday as late as 12:00 noon, this means that we can incorporate such overtime as part of the basic workweek, if we so desire. This also means that our expense for such overtime is increased merely by the half time extra rather than time and a half. The two contracts differ in another respect. In the Local 612 contract, we pay time and a half for all hours worked in excess of 40, while the 350 contract continues the use of six day rates.

[fol. 41]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEPENDANTS' EXHIBIT 15

Mr. C. H. Bromann

-2-

August 30, 1957

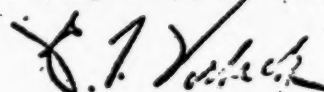
The 350 contract has two further advantages,

- 1) it permits the use of female wrappers, and
- 2) all restrictions on automatic wrapping machines have been removed from the contract.

Insofar as I know, no employer has taken advantage of the latter provision, but all chains are now employing female wrappers. Obviously, I regard the Local 350 contract as superior to the Local 612 contract.

I am of the opinion that you will find the chains' interests substantially what they have been in the past. In other words, we will continue to press for the removal of all restrictions on our operations, which of course means night opening, the right to use female wrappers and fully automatic wrapping machines, the flexible workday, the right to have products prepriced off the premises, and the right to sell frozen fresh meats. It is my sincere hope that the independents which you and your affiliated associations represent can unite with the chains in endeavoring to secure most or all of these objectives. In any event, I expect to see you on Thursday, September 5 at the Bismarck Hotel about 9:30 in the morning, at which time all employers are scheduled to meet to determine the positions they will take at the afternoon's negotiations.

Very truly yours,



E. T. Vorbeck
General Attorney

ETV/bw

Encs.

[fol. 42]

WINSTON, STRAWN, SMITH & PATTERSON

FIRST NATIONAL BANK BUILDING

CHICAGO 3

FINANCIAL 9-3800

JOHN C. SLADE
HAROLD A. SMITH
GRIER D. PATTERSON
PAUL H. MOORE
CHARLES J. CALDERINI
GEORGE B. CHRISTENSEN
THOMAS I. UNDERWOOD
ARTHUR D. WELTON, JR.
THOMAS A. REYNOLDS
BRYCE L. HAMILTON
REUBEN A. BORSCH
ALBERT W. POTTS
JAMES G. HEAD
THOMAS S. TYLER

FRANK D. KENNEY
J. ARDEN REARICK
RICHARD J. FALETTI
FRED H. DAUGHERTY
R. LAWRENCE STORMS
THOMAS A. REYNOLDS, JR.
LLOYD G. HEROLD
DAVID C. KEEGAN

DOUGLAS C. MOIR
FRANK S. GILMER
ROBERT MCOUGAL, JR.
GERARD E. GRASHORN
NEAL J. MAULIFFE
EDWARD J. WENDROW
PAUL T. KESSLER, JR.
CHARLES F. MARQUIS
ALEXANDER J. MOODY
BRUCE M. SMITH
NEIL MEYER
EDMUND J. KENNY
CALVIN P. SAWYER
CRANE C. HAUSER

DON H. SOWERS
JOY H. FARNSWORTH
JAMES L. PERRINS
EDWARD L. FOOTE
J. WILLIAM BRAITHWAITE
DAVID J. HAROT
FRANK O. WETMORE
M. LEE BISHOP

RECEIVED

OCT 4 1957

JOHN D. SLACK
LYLE W. MALEY

1st COUNSEL

FREDERICK H. WINSTON 1953-1958
FREDERICK S. WINSTON 1978-1988
SILAS H. STRAWN 1991-1994
RALPH M. SHAW 1993-1998

DOCKETED

October 2, 1957

58C145

FILED

MAY 28 1963

Jewel Food Stores
1955 West North Avenue
Melrose Park, Illinois

Attention: Mr. E.T. Vorbeck

Gentlemen:

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

You have requested our opinion as to the legality of a provision insisted upon by Amalgamated Meat Cutters, Local No. 546, and Associated Food Retailers of Greater Chicago, Incorporated, for inclusion in a so-called "service contract," which provides that meat market operating hours shall be 9:00 A.M. to 6:00 P.M., Monday through Saturday inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served. The same parties are insisting upon a substantially equivalent provision in a contract for so-called "self-service markets," except that meats not for human consumption, bacon, delicatessen meats, frozen poultry and frozen packaged fish may be sold at other hours. The effect of the provision is that regardless of wages, hours and working conditions, the Union and the Associated Food Retailers of Greater Chicago, Incorporated (or enough of its members to control its actions) are insisting that trade in most meats for human consumption take place only within these specified hours and that meats for human consumption be withheld from the public at all other times. The result is that meat for dogs can be bought at the convenience of the buyer in the Chicago area but that meat for people can be bought only at the times dictated by the Retailers-Union combination.

It is our opinion that this restriction of trade is a clear violation of the antitrust laws.

[fol. 43]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 16

THOMAS A. REYNOLDS
BRYCE L. HAMILTON
REUBEN A. BORSCH
ALBERT W. POTTS
JAMES D. HEAD
THOMAS S. TYLER

FRANK D. KENNEY
J. ARDEN REARICH
RICHARD J. FALETTI
FRED H. DAUGHERTY
R. LAWRENCE STORMS
THOMAS A. REYNOLDS, JR.
LLOYD G. HEROLD
DAVID C. REEDAN

ALEXANDER J. MOODY
BRUCE M. SMITH
NEIL M. RAY
EDMUND J. KENNY
CALVIN P. SAWYER
CRANE C. HAUSER

DON M. SOWERS
JOY H. FARNSWORTH
JAMES L. PERRINS
EDWARD L. FOOTE
J. WILLIAM BRAITHWAITE
DAVID J. HARDY
FRANK O. WETMORE
H. LEE BISHOP

FINANCIAL 6-3600

FREDERICK H. WINSTON (1853-1898)
FREDERICK S. WINSTON (1878-1908)
SILAS H. STRAWN (1881-1948)
RALPH M. SHAW (1893-1948)

DOCKETED

October 2, 1957

58C145

FILED

Jewel Food Stores
1955 West North Avenue
Melrose Park, Illinois

MAY 28 1963

Attention: Mr. E.T. Vorbeck

AT _____ O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

Gentlemen:

You have requested our opinion as to the legality of a provision insisted upon by Amalgamated Meat Cutters, Local No. 546, and Associated Food Retailers of Greater Chicago, Incorporated, for inclusion in a so-called "service contract," which provides that meat market operating hours shall be 9:00 A.M. to 6:00 P.M., Monday through Saturday inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served. The same parties are insisting upon a substantially equivalent provision in a contract for so-called "self-service markets," except that meats not for human consumption, bacon, delicatessen meats, frozen poultry and frozen packaged fish may be sold at other hours. The effect of the provision is that regardless of wages, hours and working conditions, the Union and the Associated Food Retailers of Greater Chicago, Incorporated (or enough of its members to control its actions) are insisting that trade in most meats for human consumption take place only within these specified hours and that meats for human consumption be withheld from the public at all other times. The result is that meat for dogs can be bought at the convenience of the buyer in the Chicago area but that meat for people can be bought only at the times dictated by the Retailers-Union combination.

It is our opinion that this restriction of trade is a clear violation of the antitrust laws.

Without going into detail, because, as you know, the subject of the antitrust laws is an extremely complex one, we

[fol. 43]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 16

Jewel Food Stores

- 2 -

October 2, 1957

refer you to such cases as Kold Kist, Inc. v. Amalgamated Meat Cutters, 221 P. 2d 724; Alpha Beta Food Market v. Amalgamated Meat Cutters, 305 P. 2d 163; Red Owl Stores, Inc. v. Amalgamated Meat Cutters, 109 F. Supp. 629.

You have three courses of action open to you:

(1) You could now file an action for declaratory judgment and, if our views are correct, secure judgment that the action of the aforementioned parties is an illegal conspiracy;

(2) You could proceed for an injunction either separately from the declaratory judgment action or as a part of it;

(3) You could refuse to sign the contract, a strike might ensue, and you could then sue the parties for your resultant damages, trebled.

There is a fourth course of action open to you, which is to suggest to the Antitrust Division of the Department of Justice that it conduct an investigation looking to criminal action. On the whole, we think it is better for you to be in charge of your own investigation and litigation rather than to turn it over to third parties who may not press it as promptly as you may press it yourselves.

Very truly yours,

GBC:mbk

William Howard Smith & Peterson

[fol. 43a]

Nights

Offer made to Union on November 1, 1957 on behalf of

JEWEL TEA CO., INC.

APPROVED

Contract provisions other than wage scales to be applicable to all cities in all locals in which the Company operates Jewel markets. Wage increases (but not wage scales) to apply to all cities in all locals in which the Company operates Jewel markets.

Industry offer except as modified as follows:

- 1 - Term: 2 years
- 2 - Nights of Operation: 5 on days, 3 on nights
- 3 - Female Wrappers

(a) Wage Scale -

	Two Years
0 - 6 months	\$52.50
6 - 12 "	55.00
12 - 18 "	57.50
18 - 24 "	60.00
24 - 36 "	65.00
After 36 "	70.00

(b) Duties - to be as defined in industry offer.

(c) Reasonable initiation fees and dues in line with wage scale.

(d) Same male employment guarantee as set out in industry offer.

- 4 - Effective 11/15/57 the workday to be changed to an eight (8) hour flexible workday to be worked between the hours of:

(a) 8:00 A.M. to 9:00 P.M. - Mon - Fri

(b) 8:00 A.M. to 6:00 P.M. - Sat

- 5 - Effective 11/15/57 all contract provisions requiring the payment of time and one half for work before 9:00 A.M. and after 6:00 P.M. to be eliminated and the following provision substituted therefor:

(a) Night work premium in the amount of 25% per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M. effective on and after

[fol. 44]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 17

Contract provisions other than wage scales to be applicable to all cities in all locals in which the Company operates Jewel markets. Wage increases (but not wage scales) to apply to all cities in all locals in which the Company operates Jewel markets. *These wage scales are applicable to all Jewel markets which is operated after 6 P.M. that is in Jewel markets of Jewel markets after 6 P.M.*

Industry offer except as modified as follows:

- 1 - Term - *2 years*
- 2 - Nights of Operation - *Five; Monday through Friday - 10:00 P.M. to 6:00 A.M. - 10:00 P.M. to 6:00 A.M. - 10:00 P.M. to 6:00 A.M.*
- 3 - Female Wrappers - *3 on duty - 10:00 P.M. to 6:00 A.M. - 10:00 P.M. to 6:00 A.M. - 10:00 P.M. to 6:00 A.M.*

(a) Wage Scale -

	Two Years
0 - 6 months	\$52.50
6 - 12 "	55.00
12 - 18 "	57.50
18 - 24 "	60.00
24 - 36 "	65.00
After 36 "	70.00

- (b) Duties - to be as defined in industry offer.
- (c) Reasonable initiation fees and dues in line with wage scale.
- (d) Same male employment guarantee as set out in industry offer.

4 - Effective *11/15/57* the workday to be changed to an eight (8) hour flexible workday to be worked between the hours of:

- (a) 8:00 A.M. to 9:00 P.M. - *Mon - Fri*
- (b) 8:00 A.M. to 6:00 P.M. - *Sat*

5 - Effective *11/15/57* all contract provisions requiring the payment of time and one half for work before 9:00 A.M. and after 6:00 P.M. to be eliminated and the following provision substituted therefor:

- (a) Night work premium in the amount of 25% per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M. *effective on and after*
- (b) Overtime may be worked at any time, except Sundays and holidays, at the discretion of the employer, provided it is paid for at time and one half the employee's regular hourly rate of pay as defined herein. Overtime shall be payable on the above basis for all hours worked:

11/1/57

- (1) After 8 hours of work in any workday;
- (2) After 4 hours of work on the sixth day of a workweek provided however that effective October 6, 1958 and continuing for the balance of the term hereof, overtime shall be payable for all hours worked after 40 hours of work in any workweek; and
- (3) Before 8:00 A.M.

For the purpose of this overtime provision, the employee's regular rate of pay shall mean the employee's hourly rate (including night work premium, when applicable) of pay in effect during the overtime hours.

- (c) Overtime shall not be pyramided; that is, paid for twice for the same hour worked. Thus, in calculating the overtime for any employee in any workweek, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.
- (d) Hours not worked on a holiday but which are paid for under Article VI, Section 1 shall not be considered as hours worked for the purpose of computing overtime pay.

(This means the dropping of extra day rates at \$1 premium effective on the same date the above overtime provision ^{becomes effective} and the substitution of sixth half day rates at a 50% premium therefor.)

6 - Reduce the workweek in all areas in which the company has operations where the workweek is now 42½ hours or more by 2½ hours effective 11/25/57.

7 - Wage Scale for apprentices applicable to both Service and Self-Service Markets:

0 - 6 months
6 - 12 "
12 - 18 "
18 - 24 "
24 - 36 "

Dates Effective	
10/7/57	10/6/58
74.50	76.00
76.00	79.50
79.00	83.00
84.50	87.50
89.00	92.00

8 - Wage Scales for Head Meat Cutters and Journeymen

(a) Self Service Markets

Head Meat Cutters -
Journeymen -

Wage Scale Dates Effective	
10/7/57	10/6/58
116.50	121.50
110.00	115.00

Wage Scale Dates Effective	
10/7/57	10/6/58
10.00	10.50
10.00	10.50

[fol. 45]

(3) Before 8:00 A.M..

For the purpose of this overtime provision, the employee's regular rate of pay shall mean the employee's hourly rate (including night work premium, when applicable) of pay in effect during the overtime hours.

(c) Overtime shall not be pyramided; that is, paid for twice for the same hour worked. Thus, in calculating the overtime for any employee in any workweek, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

(d) Hours not worked on a holiday but which are paid for under Article VI, Section 1 shall not be considered as hours worked for the purpose of computing overtime pay.

(This means the dropping of extra day rates at \$1 premium effective on the same date the above overtime provision becomes effective and the substitution of sixth half day rates at a 50% premium therefor.)

6 - Reduce the workweek in all areas in which the company has operations where the workweek is now 42½ hours or more by 2½ hours effective 11/26/57.

7 - Wage Scale for apprentices applicable to both Service and Self-Service Markets.

0 - 6 months
6 - 12 "
12 - 18 "
18 - 24 "
24 - 36 "

Dates Effective	
10/7/57	10/6/58
74.50	76.-
76.-	79.50
79.-	83.-
84.50	86.50
89.-	92.-

8 - Wage Scales for Head Meat Cutters and Journeymen

(a) Self Service Markets

Head Meat Cutters -
Journeymen -

Wage Scale Dates Effective	
10/7/57	10/6/58
116.50	121.50
110 -	115 -

Wage Scale Dates Effective	
10/7/57	10/6/58
110	115

First Year (increase applicable to 8.00 plus \$1.50 per year)
Head Meat Cutters -
Journeymen -

[fol. 45]

-3-

11/1/57

8 - Continued

~~Alternative offer~~

Head Meat Cutters

Journeyman

(
 \$ Increase applicable
 to S.S. plus \$2.50,
 first year plus
 \$2 - second year)

Wage Scale

11450

10800

Rate

17150

11500

12-7

12-7

9 - Combine Service & Self-Service Contractors

- 10 - No objection to operations at a lower wage scale:
 the industry without night operations
- 11 - No more favorable terms may be granted to
 other operators for night markets or operations under the
 same terms as attended to June 1.

PROPOSAL MADE TO THE UNION ON NOVEMBER 12, 1957.

IN BEHALF OF THE INDUSTRY, EXCLUDING

Applications:- Contract provisions proposed herein to be applicable to all cities in all Locals, excluding Local No. 189, in which employers operate meat markets or departments. The proposals are as follows:

1. Term of Agreement:- 2 years. Effective date - October 7, 1957, except as otherwise proposed herein re specific provisions; Expiration date - October 3, 1959.
2. Night Operation:- Friday night meat department operation effective December 2, 1957. Male employees to be on duty during market operation.
3. Wage Schedule:-

(a) Self-Service Markets

Head Meat Cutter
Journeyman

Service Markets

Head Meat Cutter
Journeyman

Effective Dates
10-7-57 10-4-58

$\frac{114.50}{106.00} (600)$

$\frac{116.50}{110.00} (400)$

$\frac{110.00}{103.50} (800)$

$\frac{116.50}{110.00} (600)$

(b) Apprentices

0 to 6 Months
6 to 12 Months
12 to 18 Months
18 to 24 Months
24 to 36 Months

$\frac{75.00}{75.00}$
 $\frac{77.50}{77.50}$
 $\frac{80.00}{80.00}$
 $\frac{82.50}{82.50}$
 $\frac{85.00}{85.00}$

$\frac{75.00}{75.00}$
 $\frac{77.50}{77.50}$
 $\frac{80.00}{80.00}$
 $\frac{82.50}{82.50}$
 $\frac{85.00}{85.00}$

Note: Apprentices rates to be based on percentage ratio of Self-Service journeyman-rate, as follows:

0 to 6 Months 65%
6 to 12 Months 69%
12 to 18 Months 72%
18 to 24 Months 75%
24 to 36 Months 81%

(Apprentice rates apply to Service and Self-Service Markets and Departments).

4. Female Wrappers

(a) Wage Schedule:-

0 to 6 Months
6 to 12 Months

$\frac{55.00}{55.00}$

$\frac{55.00}{55.00}$

Two Years
 $\frac{55.00}{55.00}$
 $\frac{57.50}{57.50}$

[fol. 47]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF I

DEFENDANT'S EXHIBIT 18

are as follows:

1. Term of Agreement: - 2 years. Effective date - October 7, 1957, except as otherwise proposed herein re specific provisions; Expiration date - October 3, 1959.
2. Night Operation: - Friday night meat department operation effective December 2, 1957. Male employees to be on duty during market operation.
3. Wage Schedule:-

(a) Self-Service Markets

	Effective Dates
	10-7-57 10-6-58
Head Meat Cutter	114.50 (100%) 116.50 (100%)
Journeyman	106.00 (92.5%) 110.00 (94.4%)
<u>Service Markets</u>	
Head Meat Cutter	110.00 (80%) 116.50 (100%)
Journeyman	103.50 (94%) 110.00 (94.4%)

(b) Apprentices

0 to 6 Months	71.50	71.50	82.50	75.00
6 to 12 Months	75.00	71.50	76.50	77.50
12 to 18 Months	77.50	76.50	79.50	80.50
18 to 24 Months	80.50	79.50	82.50	83.50
24 to 36 Months	86.00	82.50	89.00	89.00

Note: Apprentice rates to be based on percentage ratio of Self-Service journeyman rate, as follows:

0 to 6 Months	66%
6 to 12 Months	69%
12 to 18 Months	72%
18 to 24 Months	75%
24 to 36 Months	81%

(Apprentice rates apply to Service and Self-Service Markets and Departments).

4. Female Wrappers

(a) Wage Schedule:-

0 to 6 Months	55.50	55.50	55.50
6 to 12 Months	55.50	55.50	55.50
12 to 18 Months	55.50	55.50	55.50
18 to 24 Months	55.50	55.50	55.50
24 to 36 Months	55.50	55.50	55.50
After 36 Months	55.50	55.50	55.50

(Part-time wrappers to receive pro-rata weekly rate of full-time wrapper; part-time wrappers to not be employed in excess of 24 hours per week; wage progression to be based on accumulated hours equivalent to those worked by full-time wrappers).

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 18

[fol. 47]

11/14/57
9

4. Female Wrappers (Continued)

- (b) Duties:- Wrapping (including boarding and trayng), sealing, scaling, pricing, labeling, displaying and slicing of luncheon meats.
- (c) Male employment guarantee:- No male employee on the payroll as of the Monday following ratification of the contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

5. Wage Rates for 5th Day of Work in Holiday Week and 6th Day of Work in Regular Week:- To be adjusted in direct ratio to Wage Schedules specified above plus present amount of premium.

*not to be
lower on 5th day*

6. Work Day; Luncheon Period:-

- (a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:
1. 8:00 A.M. to 6:00 P.M. on Monday, Tuesday, Wednesday, Thursday, and Saturday.
 2. 8:00 A.M. to 9:00 P.M. on Friday.
- (b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.
- (c) Employees must be dressed and ready for work at the scheduled starting time.

7. Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half after 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

- (a) Night premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M.
- (b) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked:
1. After 8 hours of work in any work day.
 2. Before 8:00 A.M.
- (c) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate (including night work premium, when applicable) of pay in effect during overtime hours.
- (d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

Effective Dec. 2, 1957

Work Week: The work week shall consist of 40 hours in all Locals (including *Real*)

[fol. 48]

- (c) Male employment guarantee:- No male employee on the payroll as of the Monday following ratification of the contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

5. Wage Rates for 5th Day of Work in Holiday Week and 6th Day of Work in Regular Week:- To be adjusted in direct ratio to Wage Schedules specified above plus present amount of premium.

6. Work Day; Luncheon Period:-

- (a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:

1. 8:00 A.M. to 6:00 P.M. on Monday, Tuesday, Wednesday, Thursday, and Saturday.
2. 8:00 A.M. to 9:00 P.M. on Friday.

- (b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.

- (c) Employees must be dressed and ready for work at the scheduled starting time.

7. Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half after 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

- (a) Night premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M.

- (b) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked:

1. After 8 hours of work in any work day.
2. Before 8:00 A.M.

- (c) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate (including night work premium, when applicable) of pay in effect during overtime hours.

- (d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

8. Work Week:- ^{Effective Dec. 2, 1957} The work week shall consist of 40 hours in all Locals ^(including Local No. 262) except Local No. 262. The work week in Service Markets ^(including Local No. 262) ~~instituted within the jurisdiction of Local No. 262~~ shall be reduced from 42 to 40 hours, effective ~~December 2, 1957~~.

[fol. 48]

9. Clean-Up Time:

(a) Self-Service Markets: - Clean-up may be performed after 6:00 P.M. provided 25¢ per hour premium is paid for such work performed after 6:00 P.M.

Service Markets: - Customers in the meat department at closing hour shall be served; all meats will be properly taken care of and the market placed in a sanitary condition; such work not to exceed 15 minutes after closing hour and is not to be construed as time worked. Clean-up time shall not be utilized to prepare for the following day's business and shall not be cumulative from day to day. It is understood that no customer shall be served who comes into the market or meat department before or after the hours set forth in Article 5. (Market Operating Hours).

10. Article 4, Section 5 - eliminate in Service and Self-Service contracts.

11. Article 4, Section 7 - Second and third paragraphs of Self-Service contract eliminate.

12. Article 2, Section 2 of Self-Service contract and Article 2 of Service contract - Add to or revise as follows:

Those items which may be pre-packaged off the premises by the packer, supplier or the employer may be pre-priced off the premises.

13. Article 2 - Modify the Article in both Service and Self-Service contracts to permit the sale outside of market operating hours of fresh poultry processed on the premises, fresh pork sausage, smoked hams, smoked butts, and ham slices from Self-Service cases.

14. Frozen Specialty Items: - Modify Article 2 in Service and Self-Service contracts to provide that the employer may sell frozen fresh meat specialty items processed off the premises, but not including frozen fresh cuts comparable to the standard fresh retail cuts.

Examples of items that may be sold:

- (a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.
- (b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or not breaded.
- (c) Frozen and formed meat balls.
- (d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.).

15. Article 2 of Self-Service contract - Modify to provide that special service type delicatessen departments requiring manual processing of unwrapped smoked sausage, loaf meats and ready-to-eat meats can be operated in Self-Service markets with the same jurisdictional exemption as in Article 2. of the Service contract.

16. Rest Periods: - Two 10 minute rest periods per day in Service and Self-Service contracts.

shall be served and consumed before or after the hours set forth in Article 5. (Market Operating Hours).

10. Article 4, Section 5 - eliminate in Service and Self-Service contracts.

11. Article 4, Section 7 - Second and third paragraphs of Self-Service contract - eliminate.

12. Article 2, Section 2 of Self-Service contract and Article 2 of Service contract - Add to or revise as follows:

Those items which may be pre-packaged off the premises by the packer, supplier or the employer may be pre-priced off the premises.

Article 2. - Modify the Article in both Service and Self-Service contracts to permit the sale outside of market operating hours of fresh poultry processed on the premises, fresh pork sausage, smoked hams, ~~and~~ smoked butts, and ham slices, ~~from Self-Service contracts.~~

14. Frozen Specialty Items:- Modify Article 2 in Service and Self-Service contracts to provide that the employer may sell frozen fresh meat specialty items processed off the premises, but not including frozen fresh cuts comparable to the standard fresh retail cuts.

Examples of items that may be sold:

(a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.

(b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or not breaded.

(c) Frozen and formed meat balls.

(d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.).

Article 2. of Self-Service contract. - Modify to provide that special service type delicatessen departments requiring manual processing of unwrapped smoked sausage, loaf meats and ready-to-eat meats can be operated in Self-Service markets with the same jurisdictional exemption as in Article 2. of the Service contract.

16. Rest Periods:- Two 10 minute rest periods per day in Service and Self-Service contracts.

Article 8, Section 3. Modify both contracts to provide 30 day continuance of contract and a maximum of 60 day wage retroactivity.

18. Successor and Assigns Provision:- As agreed upon.

17. Right of Industry to Change and Amend Proposal at Any Time.

Stephen, Cantrell, Nulabrowski, Kelly, Robert Rosa

1 Feb. 18.

Committee said these offer are not in
good as London City Public committee
It cost in about the same - all cost
considered. is not suit to same

(to say # 5 & 4 + inter engaged
in the game)

Settled for 4+4 plus London in
the game

Time off for death in the in the game July 3rd?

Glen Fishman of London in the game
has been in the game in the game
negotiations

London in the game in the game in the game

Examples of London in the game

(a) London in the game in the game

(b) London in the game in the game

(c) London in the game in the game

(d) London in the game in the game

London in the game in the game in the game

London in the game in the game in the game

[101.50]

Handwritten notes at the top of the page, including "The" and "July 31st".

Time off for death in the month of July 31st

Glenn Fishman of Fed. Relations Committee has been assigned to the negotiations.

Handwritten notes, possibly a list or summary, with some underlined text.

Examples of terms that may be sought

- (a) Frozen and frozen (liquid, changed or ended) parties
- (b) Frozen and frozen (liquid, changed or ended) parties
- (c) Frozen and frozen (liquid, changed or ended) parties
- (d) Frozen and frozen (liquid, changed or ended) parties

Handwritten notes, possibly a list or summary, with some underlined text.

Handwritten notes, possibly a list or summary, with some underlined text.

Handwritten notes, possibly a list or summary, with some underlined text.

Handwritten notes, possibly a list or summary, with some underlined text.

Handwritten notes, possibly a list or summary, with some underlined text.

Handwritten word "checked" at the bottom left.

[fol. 50]

PROPOSAL MADE TO THE UNION ON NOVEMBER 15, 1957,

IN BEHALF OF THE INDUSTRY A WORKING ASSOCIATION REPRESENTATIVES

Application:- Contract provisions proposed herein to be applicable to all cities in all Locals, excluding Local No. 189, in which Employers operate meat markets or departments. The proposal are as follows:

1. Term of Agreement:- 2 Years. Effective date - October 7, 1957, except as otherwise proposed herein re specific provisions; Expiration date - October 3, 1959.

2. Night Operation:- Friday night meat department operation, effective 10-7-57, shall employee to be on duty during market operation.

3. Wage Schedule:-

(a) Self-Service Markets

	Effective Dates	
	10-7-57	10-6-58
Head Meat Cutter	116.50	118.50
Journeyman (10)	110.00	112.00

Service Markets

	10-7-57	10-6-58
Head Meat Cutter	114.00	116.50
Journeyman (14)	107.00	110.00

(b) Apprentices

	10-7-57	10-6-58
0 to 6 Months	74.00	75.00
6 to 12 Months	75.00	76.00
12 to 18 Months	76.00	77.00
18 to 24 Months	77.00	78.00
24 to 36 Months	78.00	79.00

(Apprentice rates apply to Service and Self-Service Markets and Departments).

4. Female Wrappers

(a) Wage Schedule:-

0 to 6 Months
6 to 12 Months
12 to 18 Months
18 to 24 Months
24 to 36 Months
After 36 Months

Effective from
12-2-57 to 10-3-59

0 to 6 Months	55.50
6 to 12 Months	55.00
12 to 18 Months	57.50
18 to 24 Months	60.00
24 to 36 Months	65.00
After 36 Months	70.00

[fol. 51]

IN UNITED STATES DISTRICT
FOR THE NORTHERN DISTRICT OF

DEFENDANTS' EXHIBIT 1

Application:- Contract provisions proposed herein to be applicable to all cities in all Locals, excluding Local No. 189, in which Employers operate meat markets or departments. The proposals are as follows:

1. Term of Agreement:- 2 Years. Effective date - October 7, 1957, except as otherwise proposed herein re specific provisions; Expiration date - October 3, 1959.

2. Night Operation:- Friday night meat department operation, effective 10-1-57, 1957, male employee to be on duty during market operation.

3. Wage Schedule:-

(a) Self-Service Markets

	Effective Dates	
	10-7-57	10-6-58
Head Meat Cutter	116.50	118.50
Journeyman	110.00	114.00
Service Markets		
Head Meat Cutter	114.00	116.50
Journeyman	107.00	110.00

(b) Apprentices

0 to 6 Months	75.00	75.00
6 to 12 Months	75.00	78.00
12 to 18 Months	78.00	81.00
18 to 24 Months	81.00	84.00
24 to 36 Months	84.00	89.00

(Apprentice rates apply to Service and Self-Service Markets and Departments).

Female Wrappers

(a) Wage Schedule:-

Effective from 12-2-57 to 10-3-59

0 to 6 Months	55.50
6 to 12 Months	55.50
12 to 18 Months	57.50
18 to 24 Months	60.00
24 to 36 Months	65.00
After 36 Months	70.00

(Part-time wrappers to receive pro-rata weekly rate of full-time wrapper; part-time wrappers to not be employed in excess of 24 hours per week; wage progression to be based on accumulated hours equivalent to those worked by full-time wrappers).

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 19

[fol. 51]

Def. ex. 19

4. Female Wrappers (Continued)

- (b) Duties:- Wrapping (including boarding and trayng), sealing, scaling, pricing, labeling, displaying, and slicing of luncheon meats.
- (c) Male Employment Guarantees:- No male employee on the payroll as of the Monday following ratification of the contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

5. Wage Rates for 5th Day of Work in Holiday Week and 6th Day of Work in Regular Week:- To be adjusted in direct ratio to Wage Schedules specified above plus 25% per hour premium ✓

6. Work Day; Luncheon Period:-

- (a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:

1. 8:00 A.M. to 5:00 P.M. on Monday, ~~Tuesday, Wednesday, Thursday, and Saturday.~~ Saturday
2. 8:00 A.M. to 9:00 P.M. on Friday. 10:00 Wed

- (b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.

- (c) Employees must be dressed and ready for work at the scheduled starting time.

Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half after 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

~~Overtime in the amount of 25% per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M.~~

- (a) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked;

1. After 8 hours of work in any work day.

2. Before 8:00 A.M.

- (b) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate, ~~including overtime premium, then in effect during overtime hours.~~ X

- (d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

8. Work Week:- The work week in Service Markets in cities within the

Wage Schedule for the City of Chicago
in Regular Week:- To be adjusted in direct ratio to Wage Schedules
specified above plus 25¢ per hour premium ✓

6. Work Day; Luncheon Period:-

- (a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:

1. 8:00 A.M. to 5:00 P.M. on Monday, Tuesday, Wednesday, Thursday, and Saturday.

2. 8:00 A.M. to 9:00 P.M. on Friday.

- (b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.

- (c) Employees must be dressed and ready for work at the scheduled starting time.

Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half after 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

~~Time premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 9:00 A.M.~~

- (a) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked;

1. After 8 hours of work in any work day.

2. Before 8:00 A.M.

- (b) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate ~~in effect during overtime hours~~ in effect during overtime hours.

- (d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

8. Work Week:- The work week in Service Markets in cities within the jurisdiction of Local No. 262 shall be reduced from 42½ to 40 hours, effective October 6, 1958.

Continued on page 3 of the original proposal

Item 15 to be dropped

Def. ex 19

[fol. 52]

PROPOSAL OF UNION NEGOTIATING COMMITTEE TO INDUSTRY NUMBER 20, 1957

- 1) This proposal covers Locals 262, 320, 546, 547, 571 and 638.
- 2) Present self-service and service contracts to be renewed in all their provisions, except as amended below.
- 3) Amend Article 8, section 1 of both the service and self-service contracts to read as follows: "This Agreement shall become effective at 12:01 A.M., October 6, 1957 and shall expire at 12:00 mid-night October 3, 1959."
- 4) Amend Article 3 on wages in both the service and self-service contracts as follows:

Self-Service Markets

	<u>MINIMUM WEEKLY WAGE FOR BASIC WORK WEEK</u>	
	<u>Effective Oct. 6, 1957</u>	<u>Effective Oct. 6, 1958</u>
Head Meat Cutter	\$114.50	\$119.50
Journeyman Meat Cutter	108.00	113.00

Service Markets

	<u>MINIMUM WEEKLY WAGE FOR BASIC WORK WEEK</u>	
	<u>Effective Oct. 6, 1957</u>	<u>Effective Oct. 6, 1958</u>
Head Meat Cutter	\$111.50	\$117.50
Journeyman Meat Cutter	105.00	111.00

- 5) Further amend Article 3 of both the self-service and service contracts to provide the following scale of apprentice rates to be identical in both contracts:

	<u>MINIMUM WEEKLY WAGE FOR BASIC WORK WEEK</u>	
	<u>Effective Oct. 6, 1957</u>	<u>Effective Oct. 6, 1958</u>
Apprentices		
0 - 6 months	\$72.00	\$75.00
6 - 12 months	75.00	78.00
12 - 18 months	78.00	81.00
18 - 24 months	81.00	84.00
24 - 36 months	86.00	89.00

- 6) Further amend Article 3 on wages in both the service and self-service contracts to provide "extra day rates" computed on the following basis:

- a) The full day extra rate shall be 1/5 of the basic weekly wage plus \$2.00.
- b) The half day extra rate shall be 1/10 of the wage for the basic work

[fol. 53]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 20

- 3) Amend Article 8, section 1 of both the service and self-service contracts to read as follows: "This Agreement shall become effective at 12:01 A.M., October 6, 1957 and shall expire at 12:00 mid-night October 3, 1959.
- 4) Amend Article 3 on wages in both the service and self-service contracts as follows:

Self-Service Markets

	<u>MINIMUM WEEKLY WAGE FOR BASIC WORK WEEK</u>	
	<u>Effective Oct. 6, 1957</u>	<u>Effective Oct. 6, 1958</u>
Head Meat Cutter	\$114.50	\$119.50
Journeyman Meat Cutter	108.00	113.00

Service Markets

	<u>MINIMUM WEEKLY WAGE FOR BASIC WORK WEEK</u>	
	<u>Effective Oct. 6, 1957</u>	<u>Effective Oct. 6, 1958</u>
Head Meat Cutter	\$111.50	\$117.50
Journeyman Meat Cutter	105.00	111.00

- 5) Further amend Article 3 of both the self-service and service contracts to provide the following scale of apprentice rates to be identical in both contracts:

MINIMUM WEEKLY WAGE FOR BASIC WORK WEEK
Effective Oct. 6, 1957 Effective Oct. 6, 1958

Apprentices		
0 - 6 months	\$72.00	\$75.00
6 - 12 months	75.00	78.00
12 - 18 months	78.00	81.00
18 - 24 months	81.00	84.00
24 - 36 months	86.00	89.00

- 6) Further amend Article 3 on wages in both the service and self-service contracts to provide "extra day rates" computed on the following basis:

- a) The full day extra rate shall be 1/5 of the basic weekly wage plus \$2.00.
- b) The half day extra rate shall be 1/10 of the wage for the basic work week plus \$1.00

DEPENDANTS' EXHIBIT 20

IN UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF ILLINOIS

[fol. 53]

7) Amend Article 4, Section 4, which is an overtime provision in both the service and self-service contracts to read as follows: "Overtime may be worked behind locked doors at overtime rates from 8:00 A.M. to 9:00 A.M. after 6:00 P.M., and after 8 hours in any one day, at the employer's discretion."

8) Amend the last paragraph of Article 2 of the service contract to provide as follows:

- a) The following items are to be added to the list of things which may be sold after market operating hours from self-service cases in service markets: fresh pork sausage, fresh cut-up or whole poultry (which has been wrapped, weighed and priced by meat dept. employees), smoked butts, smoked ribs, and smoked hocks (but not to include smoked hams or smoked picnics).

9) Amend Article 2, Section 3, of the self-service contract to add the following items at the bottom of the article:

- (4) Fresh pork sausage
- (5) Fresh poultry, cut-up or whole
- (6) Smoked butts, smoked ribs and smoked hocks

10) Modify Article 2 of both the service and the self-service contracts to permit the sale of certain frozen speciality meat items both during and outside of market operating hours with the speciality items to be agreed upon. These would not include frozen fresh cuts directly comparable to standard fresh retail cuts.

Examples of items that may be sold:

- a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.
- b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or unbreaded.
- c) Frozen and formed meat balls.
- d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.)

11) Amend Article 6 of both the service and self-service contract to provide that effective January 1, 1953 all employees having 10 years of continuous full time service shall be entitled to 3 weeks vacation with pay.

12) Amend Article 4, Section 1, of the service contract for Local 262, so that instead of reading "8 and $\frac{1}{2}$ hours shall constitute the basic work day", it shall read, "8 hours shall constitute the basic work day". Amend Article 4, Section 4, of the service contract of Local 262 so that instead of "After 8 and $\frac{1}{2}$ hours in any one day", it shall read, "After 8 hours in any one day".

13) Add to Article 4 of the service contract a new section to read as

[101.54]

service and self-service contracts to read as follows: "Overtime may be worked behind locked doors at overtime rates from 8:00 A.M. to 9:00 A.M. after 6:00 P.M., and after 8 hours in any one day, at the employer's discretion."

8) Amend the last paragraph of Article 2 of the service contract to provide as follows:

- a) The following items are to be added to the list of things which may be sold after market operating hours from self-service cases in service markets: fresh pork sausage, fresh cut-up or whole poultry (which has been wrapped, weighed and priced by meat dept. employees), smoked butts, smoked ribs, and smoked hocks (but not to include smoked hams or smoked picnics).

9) Amend Article 2, Section 3, of the self-service contract to add the following items at the bottom of the article:

- (4) Fresh pork sausage
- (5) Fresh poultry, cut-up or whole
- (6) Smoked butts, smoked ribs and smoked hocks

10) Modify Article 2 of both the service and the self-service contracts to permit the sale of certain frozen speciality meat items both during and outside of market operating hours with the speciality items to be agreed upon. These would not include frozen fresh cuts directly comparable to standard fresh retail cuts.

Examples of items that may be sold:

- a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.
- b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or unbreaded.
- c) Frozen and formed meat balls.
- d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.)

11) Amend Article 6 of both the service and self-service contract to provide that effective January 1, 1958 all employees having 10 years of continuous full time service shall be entitled to 3 weeks vacation with pay.

12) Amend Article 4, Section 1, of the service contract for Local 262, so that instead of reading "8 and $\frac{1}{2}$ hours shall constitute the basic work day", it shall read, "8 hours shall constitute the basic work day". Amend Article 4, Section 4, of the service contract of Local 262 so that instead of "After 8 and $\frac{1}{2}$ hours in any one day", it shall read, "After 8 hours in any one day".

13) Add to Article 4 of the service contract a new section to read as follows: "Section 9. Rest Period. Each employee shall have two rest periods of 10 minutes each to be taken daily at approximately the mid-point of each half shift".

JEWEL TEA CO., INC.

FOOD STORES AND HOME SERVICE ROUTES
1955 WEST NORTH AVENUE — MELROSE PARK, ILLINOIS

DOCKETED

AUSTIN 7-6600
FILLMORE 5-0500

LAW DIVISION

November 22, 1957

5821415
FILED

MAY 28 1963

Mr. R. Emmett Kelly, Chairman
Affiliated Unions Negotiating Committee Covering
Meat Cutter Locals 189, 262, 320, 546, 547, 571 and 638
130 North Wells Street
Chicago, Illinois

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

Dear Sir:

In view of the comments made by the Union's Negotiating Committee in response to the offer made on behalf of Jewel Tea Co., Inc., National Tea Co., Piggly-Wiggly, High-Low and Hillman's on November 20, 1957, our company has decided to withdraw from that offer and to make a new proposal for submission by the Union's Negotiating Committee to the membership of the respective Locals at their meeting to be held November 24, 1957. Our detailed proposal is attached.

The highlights of our offer are as follows:

1. Wage Increases:

- a) Journeymen and Head Meat Cutters in Service markets - \$9.50 per week the first year, and \$6.00 per week the second year.
- b) Journeymen and Head Meat Cutters in Self-Service markets - \$8.00 the first year and \$5.00 the second year.
- c) Journeymen and Head Meat Cutters in Self-Service markets with Female Wrappers - \$13.00 the first year and \$5.00 the second year.

The wage increases for Journeymen and Head Meat Cutters in Self-Service markets employing Female Wrappers will be on an individual market basis. In other words, as soon as a Female Wrapper is employed in a Self-Service market, the contract wage scale for that Self-Service market

[fol. 56]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEPENDANTS' EXHIBIT 21

JEWEL TEA CO., INC.

FOOD STORES AND HOME SERVICE ROUTES
1955 WEST NORTH AVENUE MELROSE PARK, ILLINOIS

DOCKETED

LAW DIVISION

AUSTIN 7-6600
FILLMORE 5-0500

November 22, 1957

5821415
FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

Mr. R. Emmett Kelly, Chairman
Affiliated Unions Negotiating Committee Covering
Meat Cutter Locals 189, 262, 320, 546, 547, 571 and 638
130 North Wells Street
Chicago, Illinois

Dear Sir:

In view of the comments made by the Union's Negotiating Committee in response to the offer made on behalf of Jewel Tea Co., Inc., National Tea Co., Piggly-Wiggly, High-Low and Hillman's on November 20, 1957, our company has decided to withdraw from that offer and to make a new proposal for submission by the Union's Negotiating Committee to the membership of the respective Locals at their meeting to be held November 24, 1957. Our detailed proposal is attached.

The highlights of our offer are as follows:

1. Wage Increases:

- a) Journeymen and Head Meat Cutters in Service markets - \$9.50 per week the first year, and \$6.00 per week the second year.
- b) Journeymen and Head Meat Cutters in Self-Service markets - \$8.00 the first year and \$5.00 the second year.
- c) Journeymen and Head Meat Cutters in Self-Service markets with Female Wrappers - \$13.00 the first year and \$5.00 the second year.

The wage increases for Journeymen and Head Meat Cutters in Self-Service markets employing Female Wrappers will be on an individual market basis. In other words, as soon as a Female Wrapper is employed in a Self-Service market, the contract wage scale for the Head Meat Cutter and Journeymen in that Self-Service market will immediately increase \$5.00, the increase to continue in effect so long as Female Wrappers are employed in that market. The employment of Female Wrappers is limited not only by the necessity of giving all Journeymen and Head Meat Cutters a \$5.00

[fol. 56]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 21

November 22, 1957

wage increase upon the employment of the first wrapper, but also by the fact that no male employee in the service of the company as of the Monday following ratification of the contract by the membership shall lose his employment due to the hiring of a Female Wrapper. It is still further limited by the restriction on duties which she may perform.

- d) A new Apprentice wage scale which will provide wage increases ranging from \$4.00 per week upwards.
2. Effective January 1, 1958, three weeks of vacation with pay after ten years of employment service.
3. New market operating hours in the Chicago Locals and Group 1 of Local 189, which will enable us to better serve our customers. More specifically, our offer provides for one night of operation in the Chicago Locals to 9:00 p.m., and in Group 1 of Local 189, with time and one-half being payable for the hours worked after 6:00 p.m. and a continuation of the present workday; namely, from 9:00 a.m. to 6:00 p.m.

[fol. 57]

Insofar as the new Group 2 cities in Local 189 are concerned, the offer provides for six nights of operation, if desired, as is now permissible in some cities in this group.

If the contract provision prescribing the hours of market operating is not relaxed so as to permit at least one night of operation to 9:00 p.m. in all areas, then the company intends to litigate the legality of this contract restriction. We shall do so with genuine regret.

We urge the serious consideration of this final proposal.

Very truly yours,

JEWEL TEA CO., INC.

E. T. Vorbeck
E. T. Vorbeck
General Attorney

Sup. no. ex 211

OFFER MADE NOVEMBER 22, 1957
ON BEHALF OF JEWEL TEA CO., INC.

DOCKETED

58C1415

1. Application: Locals 262, 320, 546, 547, 571, 638 and Groups 1 and 2
in Local 189

2. Term: Two years

3. Wages:

FILED

MAY 28 1963

a) Service Markets

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

An increase in the amount of \$9.50 the first year and \$6.00 the second year for all Journeymen and Head Meat Cutters, resulting in the following wage scales:

	Effective 10-7-57	Effective 10-6-58
Head Meat Cutter	\$111.50	\$117.50
Journeymen	105.00	111.00

b) Self-Service Markets without female wrappers

An increase in the amount of \$8.00 the first year and \$5.00 the second year, resulting in the following wage scales:

	Effective 10-7-57	Effective 10-6-58
Head Meat Cutter	\$114.50	\$119.50
Journeymen	108.00	113.00

c) Self-Service Markets with female wrappers

Effective upon the employment of a female wrapper in a Self-Service market and continuing so long as a female is employed in such Self-Service market, the contract wage rate for Head Meat Cutters and Journeymen in that Self-Service market shall be increased by \$5.00 as follows:

1) If said female wrapper is employed during the first contract year, the wages of the Head Meat Cutter and Journeymen in that market for

[fol. 58]

IN UNITED STATES
FOR THE NORTHERN]

DEPENDANTS

3.

14) Add to Article ; entitled "Union Management Relations" an additional article to be headed, "Section 10" in the self-service contract and "Section 9" in the service contract to read as follows in both contracts, "This Agreement shall be binding on the Company herein and its successors and assigns".

15) All of the references to articles and sections referred to above except for the specific items on the Local 262 service contract have been made with reference to the article and section numbering of the service and self-service contracts of Local 546 and if other local contracts have different articles and/or section numbering, the modifications should be construed to apply as they apply in the 546 contract.

MAY 28 1963

3. Wages:

a) Service Markets

AT 0'CLOCK
ELBERT A. WAGNER, JR.
CLERK

An increase in the amount of \$9.50 the first year and \$6.00 the second year for all Journeymen and Head Meat Cutters, resulting in the following wage scales:

	Effective 10-7-57	Effective 10-6-58
Head Meat Cutter	\$111.50	\$117.50
Journeymen	105.00	111.00

b) Self-Service Markets without female wrappers

An increase in the amount of \$8.00 the first year and \$5.00 the second year, resulting in the following wage scales:

	Effective 10-7-57	Effective 10-6-58
Head Meat Cutter	\$114.50	\$119.50
Journeymen	108.00	113.00

c) Self-Service Markets with female wrappers

Effective upon the employment of a female wrapper in a Self-Service market and continuing so long as a female is employed in such Self-Service market, the contract wage rate for Head Meat Cutters and Journeymen in that Self-Service market shall be increased by \$5.00 as follows:

- 1) If said female wrapper is employed during the first contract year, the wages of the Head Meat Cutter and Journeymen in that market for the balance of that contract year and for the second year shall be:

	First Year	Second Year
Head Meat Cutter	\$119.50	\$124.50
Journeymen	113.00	118.00

- 2) If said female wrapper is employed during the second year of the contract term, the wages of the Head Meat Cutter and Journeymen in the market shall be:

	Second Year
Head Meat Cutter	\$124.50
Journeymen	118.00

DEFENDANTS' EXHIBIT 21A

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

[fol. 58]

The rates for Head Meat Cutters and Journeymen in a Self-Service market will revert to the following rates immediately upon there ceasing to be any female wrapper employed in said Self-Service market:

	<u>First Year</u>	<u>Second Year</u>
Head Meat Cutter	\$114.50	\$119.50
Journeymen	108.00	113.00

d) Apprentice rates in both Service and Self-Service markets:

	<u>Effective 10-7-57</u>	<u>Effective 10-6-58</u>
0 to 6 Months	\$72.00	\$75.00
6 to 12 "	75.00	78.00
12 to 18 "	78.00	81.00
18 to 24 "	81.00	84.00
24 to 36 "	86.00	89.00

- e) A 12 $\frac{1}{2}$ hourly increase in the premium for sixth day work and on the fifth day of a holiday week; in other words, the premium for such work is increased from \$1.00 per day to \$2.00 per day.

4. Female Wrappers:

- a) May be employed at the following wage schedule:

	<u>Effective 12-2-57 to 10-3-59</u>
0 to 6 Months	\$ 52.50
6 to 12 "	55.00
12 to 18 "	57.50
18 to 24 "	60.00
24 to 36 "	65.00
After 36 Months	70.00

[fol. 59]

- b) Duties: Wrapping (including boarding and trayng), sealing, scaling, pricing, labeling and displaying, and slicing of luncheon meats.

- c) Male Employment Guarantee: No male employee on the payroll as of the Monday following ratification of the contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

5. Effective January 1, 1958, three weeks of vacation with pay after 10 years of service.

d) Apprentice rates in both Service and Self-Service markets:

	Effective 10-7-57	Effective 10-6-58
0 to 6 Months	\$72.00	\$75.00
6 to 12 "	75.00	78.00
12 to 18 "	78.00	81.00
18 to 24 "	81.00	84.00
24 to 36 "	86.00	89.00

e) A $12\frac{1}{4}$ hourly increase in the premium for sixth day work and on the fifth day of a holiday week; in other words, the premium for such work is increased from \$1.00 per day to \$2.00 per day.

4. Female Wrappers:

a) May be employed at the following wage schedule:

	Effective 12-2-57 to 10-3-59
0 to 6 Months	\$ 52.50
6 to 12 "	55.00
12 to 18 "	57.50
18 to 24 "	60.00
24 to 36 "	65.00
After 36 Months	70.00

[fol. 59]

b) Duties: Wrapping (including boarding and trayng), sealing, scaling, pricing, labeling and displaying, and slicing of luncheon meats.

c) Male Employment Guarantee: No male employee on the payroll as of the Monday following ratification of the contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

5. Effective January 1, 1958, three weeks of vacation with pay after 10 years of service.

6. Hours of Operation:

- a) All Locals except Local 189: Friday to 9:00 p.m.
- b) New Group 1 of Local 189: Friday to 9:00 p.m.
- c) New Group 2 of Local 189: Six permissible to 9:00 p.m.
- d) Groups 3, 3A and 4 of Local 189: No change in contract.

- e) No operations on Sundays or holidays.
- f) A male employee must be on duty at all hours that the market is open for the sale of meats.

If the contract provision prescribing the hours of market operating is not relaxed so as to permit at least one night of operation to 9:00 p.m. in all areas, then the company intends to litigate the legality of this contract restriction. We shall do so with genuine regret.

OUT 7. The cities in Local 189 to be re-grouped in accordance with the proposal made by the five employers on November 20, 1957.

8. Workday: Locals 262, 320, 546, 547, 571 and 638 and Group 1 in Local 189:

- a) Monday, Tuesday, Wednesday, Thursday and Saturday:
9:00 a.m. to 6:00 p.m.
- b) Friday: 9:00 a.m. to 6:00 p.m., with the employer to have the option to work male employees after 6:00 p.m. at time and one-half.
- c) Employer may bring employees in at 8:00 a.m. provided time and one-half is paid for the hour between 8:00 and 9:00 a.m.

9. Workday: Group 2 in Local 189:

The workday in Group 2 of Local 189 to be changed effective on the Monday following ratification of the contract to an 8 hour workday to be worked between the hours of 8:00 a.m. to 9:00 p.m. with time off for meals in accordance with our offer of November 20, 1957.

Overtime may be worked at any time, except Sundays and holidays, at the discretion of the employer. Such overtime shall be paid for at time and one-half the employee's regular hourly rate for all hours worked:

- 1) After 8 hours of work in any workday;
- 2) After 6:00 p.m.;
- 3) Before 8:00 a.m.

Overtime shall not be pyramided; that is, paid for twice for the same hour worked. Thus, in calculating the overtime for any employee in any workweek, any hours for which overtime is payable under one of the above provisions shall not be used for recalculating overtime under any other provision.

10. The workweek in Local 262 Service markets to be reduced to 40 hours effective on the Monday following ratification of the contract.

Jewel Tea Co., Inc. Offer

-4-

November 22, 1957

11. Two 10 minute rest periods to be given in both Service and Self-Service markets daily.
12. Both the Service and Self-Service contracts to be modified to permit the sale outside of market operating hours of fresh poultry, processed on the premises, fresh pork sausage, and smoked butts, ribs and hocks; also, the company to have the right to sell frozen fresh meat specialty items processed off the premises, but not including frozen fresh cuts comparable to the standard fresh retail cuts.
13. The successors and assigns clause as previously agreed upon.

Sept mem 24 3/12

NY 31
Consumer

Expenditures For Meat

By Cities

5801415

FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK



Average Amount of Money
Spent Per Housekeeping
Unit in 49 Large Cities
During 1951

DOCKETED

[fol. 62]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 31

American Meat Institute

Headquarters, Chicago • Members throughout the U. S.

Foreword

The meat expenditure figures for 49 cities shown in this report have been compiled by the Bureau of Labor Statistics of the United States Department of Labor at the request of the American Meat Institute.

The basic source of the data is the comprehensive survey of total expenditures by "housekeeping consumer units" which was conducted in 1951 by the Bureau. A major purpose of this survey was to provide information to be used in revising the list of items and weighting factors used by that agency in the calculation of its monthly Consumers' Price Index.

The study also is expected to furnish useful and interesting information on the spending patterns of urban consumers at different income levels and of varying family size and composition. However, the results of such studies are not likely to be published for several years. For this reason, the Institute arranged for the tabulation of the figures on meat expenditures shown in this report. Comprehensive data of this sort have not been available up to this time, and it is hoped that publication of these figures will constitute a genuine service to the entire meat industry.

The complete survey conducted by the BLS included expenditure records for 10,800 families and about 1,700 single consumers in 91 cities. A Bureau report on the study states that "The family and single consumers to be included in this survey were carefully selected to be representative of all consumers in the urban areas of the United States."

It should be recognized that all figures based on sampling are never thoroughly accurate. However, such figures do provide reasonably accurate measures of differences between markets.

Highlights

Estimated expenditures per housekeeping unit in 1951 for beef averaged the greatest in the eastern cities and lowest in the south. Most of the consumer units in the northern cities provided more dollars for beef than for pork. Among the beef, items consumers in all cities of the 49 spent the most for hamburger.

Veal disbursements per family were greatest generally in the cities with the largest population. In New Orleans, top city in veal expenditures, housekeepers spent twice as much for veal as the next leading city.

Amounts spent for pork in 1951 were greater relative to other meats in the south, with expenditures on smoked and cured pork per housekeeping unit being the highest in the southern cities.

Consumers in the large east and west coast cities spent the largest amounts for lamb. Lamb sales in the southern and central cities of the United States were lower generally.

Variety meat expenditures per household were higher in larger cities than in smaller cities in the survey.

Expenditures in 1951 for sausage and cold cuts were the lowest in the western cities and highest in the eastern industrial cities. Money spent for fresh pork sausage, in most instances, was high in the south and low in the west.

Family expenditure for canned meat showed no definite pattern between cities with Scranton the highest and New York City the lowest.

Total meat expenditure per consumer unit was estimated to have been the highest in northern industrial cities of the 49 surveyed and lowest in the south.

Top Five of the 49 Cities in Expenditures on Various Meat Items

Total Beef <u>1/</u>	Round Steak	Hamburger Preground
Newark, N. J. Providence, R. I. Wilmington, Del. Cleveland, Ohio Chicago, Ill.	Wilmington, Del. Cleveland, Ohio San Francisco, Calif. Chicago, Ill. Pittsburgh, Pa.	Providence, R. I. Portland, Me. Sioux Falls, S. D. San Jose, Calif. Hartford, Conn.
Total Pork <u>2/</u>	Fresh Pork <u>2/</u>	Smoked & Cured
Wilmington, Del. Cincinnati, Ohio Norfolk, Va. Charleston, S. C. Chicago, Ill.	Norfolk, Va. Chicago, Ill. Hartford, Conn. Butte, Mont. Wilmington, Del.	Charleston, S. C. Atlanta, Ga. Jackson, Miss. Wilmington, Del. Cincinnati, Ohio
Total Veal	Total Lamb	Sausage & Cold Cuts
New Orleans, La. Newark, N. J. New York, N. Y. Philadelphia, Pa. Cleveland, Ohio	New York, N. Y. San Francisco, Calif. Newark, N. J. Boston, Mass. Providence, R. I.	Pittsburgh, Pa. Scranton, Pa. Cleveland, Ohio Wilmington, Del. Philadelphia, Pa.
Variety Meats	Canned Meats	Total Meat
New York, N. Y. Phoenix, Ariz. Wilmington, Del. Los Angeles, Calif.	Scranton, Pa. Portland, Me. Chicago, Ill. Charleston, W. Va.	Wilmington, Del. Newark, N. J. Cleveland, Ohio Chicago, Ill.

on Various Meat Items

Total Beef <u>1/</u>	Round Steak	Hamburger Preground
Newark, N. J. Providence, R. I. Wilmington, Del. Cleveland, Ohio Chicago, Ill.	Wilmington, Del. Cleveland, Ohio San Francisco, Calif. Chicago, Ill. Pittsburgh, Pa.	Providence, R. I. Portland, Me. Sioux Falls, S. D. San Jose, Calif. Hartford, Conn.
Total Pork <u>2/</u>	Fresh Pork <u>2/</u>	Smoked & Cured
Wilmington, Del. Cincinnati, Ohio Norfolk, Va. Charleston, S. C. Chicago, Ill.	Norfolk, Va. Chicago, Ill. Hartford, Conn. Butte, Mont. Wilmington, Del.	Charleston, S. C. Atlanta, Ga. Jackson, Miss. Wilmington, Del. Cincinnati, Ohio
Total Veal	Total Lamb	Sausage & Cold Cuts
New Orleans, La. Newark, N. J. New York, N. Y. Philadelphia, Pa. Cleveland, Ohio	New York, N. Y. San Francisco, Calif. Newark, N. J. Boston, Mass. Providence, R. I.	Pittsburgh, Pa. Scranton, Pa. Cleveland, Ohio Wilmington, Del. Philadelphia, Pa.
Variety Meats	Canned Meats	Total Meat
New York, N. Y. Phoenix, Ariz. Wilmington, Del. Los Angeles, Calif. Cleveland, Ohio	Scranton, Pa. Portland, Me. Chicago, Ill. Charleston, W. Va. San Francisco, Calif.	Wilmington, Del. Newark, N. J. Cleveland, Ohio Chicago, Ill. Philadelphia, Pa.

1/ Excluding Beef Liver

2/ Excluding Fresh Pork Sausage

[fol. 65]

Family Expenditures on Meat & Meat Products

City & Population	Total Beef 1/	Total Veal	Total Pork 2/	Total Lamb	Var. Meats	Sausage & Cold Cuts	Canned Meat	Total Meat 1951
<u>1,000,000 and over</u>								
Baltimore, Md.	\$ 96.07	\$10.19	\$100.40	\$ 8.81	\$ 5.64	\$41.75	\$12.44	\$275.30
Boston, Mass.	122.81	14.96	88.83	20.34	6.17	40.18	5.94	299.23
Chicago, Ill.	124.62	11.95	103.42	13.21	7.20	47.65	14.80	322.85
Cleveland, Ohio	125.05	17.05	98.06	7.43	9.39	58.60	7.53	323.11
Los Angeles, Calif.	96.09	3.99	67.99	13.69	9.71	24.05	8.30	223.82
Newark, N. J.	133.48	21.27	88.49	24.48	9.35	54.05	4.73	335.85
New York, N. Y.	123.94	18.16	63.50	32.32	12.87	36.49	3.55	290.83
Philadelphia, Pa.	114.09	18.15	97.77	14.68	7.75	57.47	8.88	318.79
Pittsburgh, Pa.	118.52	15.50	90.05	8.31	6.72	61.92	13.03	314.05
St. Louis, Mo.	104.69	8.41	102.82	2.45	6.17	48.14	4.14	276.82
San Francisco, Calif.	120.28	12.38	76.44	28.89	5.19	35.70	14.21	293.09
<u>240,000 to 1,000,000</u>								
Atlanta, Ga.	60.38	4.87	93.50	4.41	5.12	30.94	9.49	208.71
Birmingham, Ala.	56.19	3.10	84.40	4.90	5.71	33.80	8.29	196.39
Cincinnati, Ohio	89.62	3.10	108.72	3.91	6.66	46.80	5.91	264.72
Hartford, Conn.	112.25	6.92	100.50	10.42	7.72	52.24	7.55	297.60
Indianapolis, Ind.	83.96	3.54	99.70	*	6.23	32.67	5.91	232.01
Kansas City, Mo.	106.36	2.67	85.10	*	5.73	34.28	5.91	240.05
Louisville, Ky.	76.13	5.74	83.12	3.38	5.68	36.51	4.74	215.30
Miami, Fla.	97.60	5.96	94.12	3.97	4.84	30.42	9.51	246.42
Milwaukee, Wis.	99.65	10.13	94.18	4.44	5.25	50.39	9.28	273.32
Minneapolis, Minn.	117.28	4.85	72.59	*	5.12	33.16	13.04	246.04
Orleans, La.	71.71	43.37	68.27	*	7.64	30.42	8.30	229.71
Norfolk, Va.	63.28	7.97	107.15	2.45	2.58	40.41	9.49	233.33
Omaha, Neb.	122.36	4.44	89.17	2.45	9.18	34.50	8.28	270.38
Portland, Ore.	76.73	3.09	59.23	2.94	4.11	22.11	8.29	176.50
Providence, R. I.	126.82	8.41	81.30	18.61	6.69	44.40	8.88	295.11
Scranton, Pa.	115.32	13.25	100.21	6.86	3.64	58.99	18.37	316.64
Seattle, Wash.	99.43	2.65	76.37	7.84	6.59	21.88	6.50	221.26
Youngstown, Ohio	110.61	11.07	101.24	7.68	3.11	53.24	8.13	295.08
<u>30,500 to 240,000</u>								
Albuquerque, N. Mex.	90.14	3.97	69.33	3.42	5.15	25.64	13.03	210.68
Butte, Mont.	114.51	7.17	92.80	6.22	4.22	38.43	8.68	272.03
Canton, Ohio	101.80	12.00	76.07	6.77	6.66	52.45	10.68	260.43
Charleston, S. C.	76.59	9.49	105.14	*	6.93	42.97	13.08	254.20
Charleston, W. Va.	78.39	3.85	85.04	2.42	3.60	31.39	14.23	218.92
Charlotte, N. C.	72.35	7.31	81.87	*	7.12	34.09	8.81	211.55
Des Moines, Iowa	80.83	3.83	77.77	2.00	5.18	28.25	8.11	206.02
Evansville, Ind.	73.23	3.84	96.35	*	4.55	40.52	3.56	222.05
Huntington, W. Va.	60.87	.43	79.21	1.45	3.06	40.26	12.45	197.73
Jackson, Miss.	92.62	5.50	93.93	*	4.81	34.14	11.96	242.96
Little Rock, Ark.	74.70	2.85	88.13	*	6.61	25.63	9.46	207.38
Madison, Wis.	91.87	3.00	99.09	*	2.27	32.10	-	231.89
Oklahoma City, Okla.	79.25	3.00	78.46	*	6.31	28.07	3.97	199.06
Phoenix, Ariz.	84.15	3.10	71.94	3.42	12.13	31.46	8.29	214.49
Portland, Me.	102.97	4.69	78.22	7.25	3.09	29.49	14.83	240.54
Salt Lake City, Utah	82.03	3.44	68.05	6.27	5.10	22.81	13.63	201.33
San Jose, Calif.	104.87	10.20	61.85	16.07	4.06	30.88	10.68	230.12

[fol. 66]

Family Expenditures

City & Population	Total Beef 1/	Total Veal	Total Pork 2/	Total Lamb	Var. Meats	Sausage & Cold Cuts	Can- ned Meat	Total Meat 1951
<u>1,000,000 and over</u>								
Baltimore, Md.	\$ 96.07	\$10.19	\$100.40	\$ 8.81	\$ 5.64	\$41.75	\$12.44	\$275.30
Boston, Mass.	122.61	14.96	88.83	20.34	6.17	40.18	5.94	299.23
Chicago, Ill.	124.62	11.95	103.42	13.21	6.72	47.65	14.80	322.85
Cleveland, Ohio	125.05	17.05	98.06	7.43	9.39	58.60	7.53	323.11
Los Angeles, Calif.	96.09	3.99	67.99	13.69	9.71	24.05	8.30	223.82
Newark, N. J.	133.48	21.27	88.49	24.48	9.35	54.05	4.73	335.85
New York, N. Y.	123.94	18.16	63.50	32.32	12.87	36.49	3.55	290.83
Philadelphia, Pa.	114.09	18.15	97.77	14.68	7.75	57.47	8.88	318.79
Pittsburgh, Pa.	118.52	15.50	90.05	8.31	6.72	61.92	13.03	314.05
St. Louis, Mo.	104.69	8.41	102.82	2.45	6.17	48.14	4.14	276.82
San Francisco, Calif.	120.28	12.38	76.44	28.89	5.19	35.70	14.21	293.09
<u>240,000 to 1,000,000</u>								
Atlanta, Ga.	60.38	4.87	93.50	4.41	5.12	30.94	9.49	208.71
Birmingham, Ala.	56.19	3.10	84.40	4.90	5.71	33.80	8.29	196.39
Cincinnati, Ohio	89.62	3.10	108.72	3.91	6.66	46.80	5.91	264.72
Hartford, Conn.	112.25	6.92	100.50	10.42	7.72	52.24	7.55	297.60
Indianapolis, Ind.	83.96	3.54	99.70	*	6.23	32.67	5.91	232.01
Kansas City, Mo.	106.36	2.67	85.10	*	5.73	34.28	5.91	240.05
Louisville, Ky.	76.13	5.74	83.12	3.38	5.68	36.51	4.74	215.30
Miami, Fla.	97.60	5.96	94.12	3.97	4.84	30.42	9.51	246.42
Milwaukee, Wis.	99.65	10.13	94.18	4.44	5.25	50.39	9.28	273.32
Minneapolis, Minn.	117.28	4.85	72.59	*	5.12	33.16	13.04	246.04
Orleans, La.	71.71	43.37	68.27	*	7.64	30.42	8.30	229.71
Norfolk, Va.	63.28	7.97	107.15	2.45	2.58	40.41	9.49	233.33
Omaha, Neb.	122.36	4.44	89.17	2.45	9.18	34.50	8.28	270.38
Portland, Ore.	76.73	3.09	59.23	2.94	4.11	22.11	8.29	176.50
Providence, R. I.	126.82	8.41	81.30	18.61	6.69	44.40	8.88	295.11
Scranton, Pa.	115.32	13.25	100.21	6.86	3.64	58.99	18.37	316.64
Seattle, Wash.	99.43	2.65	76.37	7.84	6.59	21.88	6.50	221.26
Youngstown, Ohio	110.61	11.07	101.24	7.68	3.11	53.24	8.13	295.08
<u>30,500 to 240,000</u>								
Albuquerque, N. Mex.	90.14	3.97	69.33	3.42	5.15	25.64	13.03	210.68
Butte, Mont.	114.51	7.17	92.80	6.22	4.22	38.43	8.68	272.03
Canton, Ohio	101.80	12.00	76.07	6.77	6.66	52.45	10.68	260.43
Charleston, S. C.	76.59	9.49	105.14	*	6.93	42.97	13.08	254.20
Charleston, W. Va.	78.39	3.85	85.04	2.42	3.60	31.39	14.23	218.92
Charlotte, N. C.	72.35	7.31	81.87	*	7.12	34.09	8.81	211.55
Des Moines, Iowa	80.88	3.83	77.77	2.00	5.18	28.25	8.11	206.02
Evansville, Ind.	73.23	3.84	96.35	*	4.55	40.52	3.56	222.05
Huntington, W. Va.	60.87	.43	79.21	1.45	3.06	40.26	12.45	197.73
Jackson, Miss.	92.62	5.50	93.93	*	4.81	34.14	11.96	242.96
Little Rock, Ark.	74.70	2.85	88.13	*	6.61	25.63	9.46	207.38
Madison, Wis.	91.87	3.00	99.09	*	2.27	32.10	3.56	231.89
Oklahoma City, Okla.	79.25	3.00	78.46	*	6.31	28.07	3.97	199.06
Phoenix, Ariz.	84.15	3.10	71.94	3.42	12.13	31.46	8.29	214.49
Portland, Me.	102.97	4.69	78.22	7.25	3.09	29.49	14.83	240.54
Salt Lake City, Utah	82.03	3.44	68.05	6.27	5.10	22.81	13.63	201.33
San Jose, Calif.	104.83	10.29	51.85	16.93	4.96	30.88	10.68	230.42
Sioux Falls, S. Dak.	108.44	1.99	68.77	*	5.29	37.03	5.12	226.64
Wichita, Kans.	85.26	2.58	71.67	*	2.70	28.41	5.46	196.08
Wilmington, Del.	125.16	12.99	110.43	13.20	10.09	58.49	10.25	340.61

1/ Excluding Beef Liver

2/ Excluding Fresh Pork Sausage

*Insufficient Data.

[fol. 66]

**SURVEY OF CONSUMER EXPENDITURES: Estimated Average
Annual Expenditures for Specified Items of Meat by All**

City	Total Beef	Round Steak	Sirloin Steak	Other Steak	Rib Roast
<u>Population 1,000,000 and over</u>					
Baltimore, Md.	\$ 99.74	\$17.62	\$9.29	\$4.40	\$12.04
Boston, Mass.	128.01	15.01	9.69	16.46	8.12
Chicago, Ill.	129.86	20.55	11.26	13.70	13.01
Cleveland, Ohio	132.45	22.80	9.92	13.38	6.36
Los Angeles, Calif.	101.86	15.69	4.89	13.21	3.96
Newark, New Jersey	141.35	16.34	12.73	14.19	13.49
New York, N. Y.	132.67	19.57	12.73	18.10	10.60
Philadelphia, Pa.	119.87	18.10	10.28	11.26	12.53
Pittsburgh, Pa.	123.76	20.07	7.34	10.28	6.75
St. Louis, Mo.	108.89	16.15	9.29	8.32	6.75
San Francisco, Calif.	124.48	21.04	12.23	14.68	5.78
<u>Population 240,000 to 1,000,000</u>					
Atlanta, Ga.	63.53	9.29	3.92	5.39	4.34
Birmingham, Ala.	60.91	9.30	4.40	8.32	1.44
Cincinnati, Ohio	93.82	12.73	5.39	10.28	7.23
Hartford, Conn.	116.48	13.38	7.43	7.93	14.21
Indianapolis, Ind.	89.20	14.20	7.34	10.28	4.34
Kansas City, Mo.	111.60	15.66	6.86	9.29	7.23
Louisville, Ky.	80.33	10.28	6.36	6.36	4.34
Miami, Fla.	102.29	15.33	12.86	10.87	1.94
Milwaukee, Wis.	104.40	13.87	5.46	4.95	5.39
Minneapolis, Minn.	120.43	11.74	6.36	9.79	9.67
New Orleans, La.	75.91	10.28	6.36	10.28	2.41
Norfolk, Va.	65.37	12.23	4.89	3.42	3.37
Omaha, Neb.	127.60	13.21	9.29	5.87	10.60
Portland, Ore.	79.86	10.76	2.45	9.29	2.89
Providence, R. I.	131.54	13.21	13.70	14.19	5.78
Scranton, Pa.	118.47	17.13	6.85	9.79	16.67
Seattle, Wash.	102.58	8.81	5.87	10.28	7.71
Youngstown, Ohio	112.72	15.87	5.45	11.40	9.30
<u>Population of 30,500 to 240,000</u>					
Albuquerque, N. Mex.	\$ 93.81	\$17.13	\$6.85	\$ 4.89	\$6.26
Butte, Mont.	118.73	19.55	7.52	15.04	10.42
Canton, Ohio	107.00	14.53	5.81	8.24	6.68
Charleston, S. C.	82.49	15.23	3.05	6.09	2.01
Charleston, W. Va.	81.51	12.10	5.33	12.59	.96
Charlotte, N. C.	76.55	11.69	6.33	8.77	3.36
Des Moines, Iowa	84.04	12.03	6.51	12.03	2.98
Evansville, Ind.	75.84	6.72	3.88	7.27	.96
Huntington, W. Va.	62.95	7.75	3.88	3.39	2.86
Jackson, Miss.	96.92	17.77	3.05	10.66	9.05
Little Rock, Ark.	76.30	7.00	7.00	8.50	8.34
Madison, Wis.	93.95	10.17	6.29	9.69	9.06
Oklahoma City, Okla.	84.61	13.20	3.55	8.12	8.04
Phoenix, Ariz.	89.39	14.68	10.28	8.32	1.92
Portland, Me.	105.58	11.14	7.75	8.24	6.20
Salt Lake City, Utah	85.67	11.62	3.88	8.24	3.34
San Jose, Calif.	106.39	12.10	5.33	8.24	1.91
Sioux Falls, S. Dak.	112.19	19.79	9.64	5.59	5.02
Wichita, Kans.	87.96	18.01	7.20	7.72	2.06
Wilmington, Del.	133.20	26.39	11.16	10.15	10.56

[fol. 67]

City	Total Beef	Round Steak	Sirloin Steak	Other Steak	Rib Roast
<u>Population 1,000,000 and over</u>					
Baltimore, Md.	\$ 99.74	\$17.62	\$9.29	\$4.40	\$12.04
Boston, Mass.	128.01	15.01	9.69	16.46	8.12
Chicago, Ill.	129.86	20.55	11.26	13.70	13.01
Cleveland, Ohio	132.45	22.80	9.92	13.38	6.36
Los Angeles, Calif.	101.86	15.69	4.89	13.21	3.96
Newark, New Jersey	141.35	16.64	12.73	14.19	13.49
New York, N. Y.	132.87	19.57	12.73	18.10	10.60
Philadelphia, Pa.	119.87	18.10	10.28	11.26	12.53
Pittsburgh, Pa.	123.76	20.07	7.34	10.28	6.75
St. Louis, Mo.	108.89	16.15	9.29	8.32	6.75
San Francisco, Calif.	124.48	21.04	12.23	14.68	5.78
<u>Population 240,000 to 1,000,000</u>					
Atlanta, Ga.	63.53	9.29	3.92	5.39	4.34
Birmingham, Ala.	60.91	9.30	4.40	8.32	1.44
Cincinnati, Ohio	93.82	12.73	5.39	10.20	7.23
Hartford, Conn.	116.48	13.38	7.43	7.93	14.21
Indianapolis, Ind.	89.20	14.20	7.34	10.28	4.34
Kansas City, Mo.	111.60	15.66	6.86	9.29	7.23
Louisville, Ky.	80.33	10.28	6.36	6.36	4.34
Miami, Fla.	102.29	15.33	12.86	10.87	1.94
Milwaukee, Wis.	104.40	13.87	5.46	4.95	5.39
Minneapolis, Minn.	120.43	11.74	6.36	9.79	8.67
New Orleans, La.	75.91	10.28	6.36	10.23	2.41
Norfolk, Va.	65.37	12.23	4.89	3.42	3.37
Omaha, Neb.	127.60	13.21	9.29	5.87	10.60
Portland, Ore.	79.36	10.76	2.45	9.29	2.89
Providence, R. I.	131.54	13.21	13.70	14.19	5.78
Scranton, Pa.	118.47	17.13	6.85	9.79	16.87
Seattle, Wash.	102.58	8.81	5.87	10.28	7.71
Youngstown, Ohio	112.72	15.87	5.45	11.40	9.30
<u>Population of 30,500 to 240,000</u>					
Albuquerque, N. Mex.	\$ 93.81	\$17.13	\$6.85	\$ 4.89	\$6.26
Butte, Mont.	118.73	19.55	7.52	15.04	10.42
Canton, Ohio	107.00	14.53	5.81	8.24	6.68
Charleston, S. C.	82.49	15.23	3.05	6.09	2.01
Charleston, W. Va.	81.51	12.10	5.33	12.59	.96
Charlotte, N. C.	76.55	11.69	6.33	8.77	3.36
Des Moines, Iowa	84.04	12.03	6.51	12.03	2.98
Evansville, Ind.	75.84	6.78	3.88	7.27	.96
Huntington, W. Va.	62.95	7.75	3.83	3.39	2.86
Jackson, Miss.	96.92	17.77	3.05	10.66	5.05
Little Rock, Ark.	76.30	7.00	7.00	8.50	8.34
Madison, Wis.	93.95	10.17	6.29	9.69	9.06
Oklahoma City, Okla.	84.61	13.20	3.55	8.12	6.04
Phoenix, Ariz.	39.39	14.68	10.28	6.32	1.92
Portland, Me.	105.58	11.14	7.75	8.24	6.20
Salt Lake City, Utah	85.67	11.62	3.88	8.24	3.34
San Jose, Calif.	106.39	12.10	5.33	8.24	1.91
Sioux Falls, S. Dak.	112.19	19.79	9.64	5.59	5.02
Wichita, Kans.	87.96	10.01	7.20	7.72	2.06
Wilmington, Del.	133.20	26.39	11.16	10.15	10.56

1/ Generally reported as side or quarter of beef.

**Housekeeping Consumer Units in 49 Large Cities Based
On Expenditures Reported for One Week in Spring 1951**

Chuck Roast	Other Roast	Hamburger Preground	Stew Boil'g Soup	Beef Liver	Other Beef	Unallo- cated 1/	Total Veal	Cut- let, etc.	Roast Stew Mt. Liver
\$14.07	\$11.16	\$18.59	\$6.80	\$3.67	\$2.10	—	\$10.19	\$7.55	\$2.64
9.14	19.24	36.37	7.22	5.20	1.56	—	14.96	7.73	7.23
16.99	14.08	21.17	9.71	5.24	2.63	\$ 1.52	11.95	7.99	3.95
17.65	10.78	31.27	10.73	7.40	2.11	—	17.05	10.16	6.89
9.71	13.10	25.81	3.25	5.77	1.57	—	3.99	3.11	.88
19.40	8.25	35.11	12.62	7.87	1.05	—	21.27	15.55	5.72
12.62	14.55	19.63	14.56	8.93	1.58	—	18.16	12.88	5.28
7.76	15.03	27.36	10.19	5.78	1.58	—	18.15	11.99	6.16
22.31	15.04	28.40	7.28	5.24	1.05	—	15.50	10.22	5.28
10.67	12.13	32.53	7.28	4.20	1.57	—	8.41	4.89	3.52
14.08	11.64	29.43	8.25	4.20	3.15	—	12.38	6.66	5.72
7.76	4.85	15.49	7.76	3.15	1.58	—	4.87	3.11	1.76
10.67	4.36	11.36	5.82	4.72	.52	—	3.10	2.66	.44
16.01	5.34	24.79	6.80	4.20	1.05	—	3.10	2.22	.88
13.23	3.43	36.49	8.34	4.23	4.23	3.59	6.92	5.54	1.38
12.62	2.91	26.34	4.36	5.24	1.57	—	3.54	1.33	2.21
23.77	5.82	28.40	7.76	5.24	1.57	—	2.67	2.67	—
14.56	4.37	26.34	1.94	4.20	1.58	—	5.74	2.66	3.08
14.68	7.34	24.63	7.34	4.69	2.61	—	5.96	3.68	2.28
19.12	8.82	31.79	5.88	4.75	2.11	2.26	10.13	4.16	5.97
16.01	13.10	26.85	3.39	3.15	1.57	19.80	4.85	1.77	3.08
9.71	7.76	17.56	6.30	4.20	1.05	—	43.37	27.09	16.28
9.71	8.25	14.98	4.85	2.09	1.58	—	7.97	5.33	2.64
20.86	17.46	34.59	8.25	5.24	1.57	.66	4.44	3.56	.88
7.23	8.73	29.43	4.85	2.63	1.05	—	3.09	1.77	1.32
16.99	0.73	44.40	8.25	4.72	1.57	—	8.41	4.89	3.52
18.44	5.34	34.08	6.30	3.15	.52	—	13.25	5.33	7.92
16.98	14.55	27.36	5.82	3.15	1.06	.99	2.65	1.77	.88
21.07	7.35	32.30	6.87	2.11	.52	.48	11.07	7.39	3.68
\$13.10	\$13.58	\$23.75	\$ 4.37	\$ 3.67	\$.21	—	\$ 3.97	\$.89	\$ 3.08
3.96	17.31	22.38	6.93	4.22	1.58	\$ 9.32	7.17	2.87	4.30
17.80	6.25	32.78	8.66	5.20	1.05	—	12.00	9.45	2.55
12.48	7.00	20.16	9.49	5.90	1.03	—	9.49	7.99	1.50
12.51	3.85	26.13	3.36	3.12	1.56	—	3.85	3.00	.85
10.18	7.28	14.50	9.71	4.21	.52	—	7.31	5.18	2.13
11.38	5.94	24.99	3.96	3.16	1.06	—	3.33	2.40	1.43
13.96	4.33	25.10	6.25	2.61	.52	4.18	3.84	1.71	2.13
6.25	5.78	25.10	4.81	2.08	1.05	—	.43	.43	—
9.49	10.99	19.09	11.99	4.30	.53	—	5.50	2.50	3.00
7.89	8.88	22.56	2.96	1.60	1.07	—	2.85	1.43	1.42
14.91	8.66	29.20	3.37	2.06	.52	—	3.00	1.72	1.28
10.49	7.00	22.27	5.50	5.36	1.08	—	3.00	3.00	—
15.04	4.37	21.18	6.79	5.24	1.57	—	3.10	2.22	.88
11.55	6.25	43.54	6.74	2.61	1.56	—	4.69	1.72	2.97
6.25	11.55	30.74	4.33	3.64	2.08	—	3.44	2.58	.86
9.63	13.96	37.90	10.10	1.56	.16	5.50	10.29	9.02	1.27
12.99	8.50	40.63	3.00	3.75	1.00	—	1.99	1.99	—
						—	2.58	2.06	.52

[fol. 68]

On Expenditures Reported for One Week in Spring 1951

Chick Roast	Other Roast	Hamburger Preground	Stew Boiling Soup	Beef Liver	Other Beef	Unallo- cated 1/	Total Veal	Out- let, etc.	Roast Stew Mt. Liver
\$14.07	\$11.16	\$18.59	\$6.80	\$3.67	\$2.10	—	\$10.19	\$7.55	\$2.64
9.14	19.24	36.37	7.22	5.20	1.56	—	14.96	7.73	7.23
15.99	14.08	21.17	9.71	5.24	2.63	1.52	11.95	7.99	3.96
17.65	10.78	31.27	10.73	7.40	2.11	—	17.05	10.16	6.89
9.71	13.10	25.81	3.25	5.77	1.57	—	3.99	3.11	.88
19.40	8.25	35.11	12.62	7.87	1.05	—	21.27	15.55	5.72
12.62	14.55	19.63	14.56	8.93	1.58	—	13.16	12.88	5.28
7.76	15.03	27.36	10.19	5.78	1.58	—	18.15	11.99	6.16
22.31	15.04	28.40	7.28	5.24	1.05	—	15.50	10.22	5.28
10.67	12.13	32.53	7.28	4.20	1.57	—	8.41	4.89	3.52
14.08	11.64	29.43	8.25	4.20	3.15	—	12.38	6.66	5.72
7.76	4.85	15.49	7.76	3.15	1.58	—	4.87	3.11	1.76
10.67	4.36	11.36	5.82	4.72	.52	—	3.10	2.66	.44
16.01	5.34	24.79	6.80	4.20	1.05	—	3.10	2.22	.88
13.23	3.43	36.48	8.34	4.23	4.23	3.59	6.92	5.54	1.38
12.62	2.61	26.34	4.36	5.24	1.57	—	3.54	1.33	2.21
23.77	5.62	28.40	7.76	5.24	1.57	—	2.67	2.67	—
14.56	4.37	26.34	1.94	4.20	1.58	—	5.74	2.66	3.08
14.68	7.34	24.63	7.34	4.69	2.61	—	5.96	3.68	2.28
19.12	8.82	31.79	5.88	4.75	2.11	2.26	10.13	4.16	5.97
16.01	13.10	26.85	3.39	3.15	1.57	19.80	4.85	1.77	3.08
9.71	7.76	17.56	6.30	4.20	1.05	—	43.37	27.09	16.28
9.71	8.25	14.98	4.85	2.09	1.58	—	7.97	5.33	2.64
20.86	17.46	34.59	8.25	5.24	1.57	.66	4.44	3.56	.88
7.23	8.73	29.43	4.85	2.63	1.05	—	3.09	1.77	1.32
16.99	8.78	44.40	8.25	4.72	1.57	—	8.41	4.89	3.52
18.44	5.34	34.08	6.30	3.15	.52	—	13.25	5.33	7.92
16.98	14.55	27.36	5.82	3.15	1.06	.99	2.65	1.77	.88
21.07	7.35	32.30	6.87	2.11	.52	.48	11.07	7.39	3.68
\$13.10	\$13.58	\$23.75	\$ 4.37	\$ 3.67	\$.21	—	\$ 3.97	\$.89	\$ 3.08
3.96	17.31	22.38	6.93	4.22	1.58	\$ 9.32	7.17	2.87	4.90
17.80	6.25	32.78	8.56	5.20	1.05	—	12.00	9.45	2.55
12.48	7.00	20.16	9.49	5.90	1.03	—	9.49	7.99	1.50
12.51	3.85	26.13	3.36	3.12	1.56	—	3.85	3.00	.85
10.19	7.28	14.50	9.71	4.21	.52	—	7.31	5.18	2.13
11.38	5.94	24.99	3.96	3.16	1.06	—	3.33	2.40	1.43
13.96	4.33	25.10	6.25	2.61	.52	4.18	3.84	1.71	2.13
6.25	5.78	25.10	4.81	2.08	1.05	—	.43	.43	—
9.49	10.99	19.09	11.99	4.30	.53	—	5.50	2.50	3.00
7.89	8.88	22.56	2.96	1.60	1.07	—	2.85	1.43	1.42
14.91	8.66	29.20	3.37	2.08	.52	—	3.00	1.72	1.28
10.49	7.00	22.27	5.50	5.36	1.08	—	3.00	3.00	—
15.04	4.37	21.18	6.79	5.24	1.57	—	3.10	2.22	.88
11.55	6.25	43.54	6.74	2.61	1.56	—	4.69	1.72	2.97
6.25	11.55	30.74	4.33	3.64	2.08	—	3.44	2.58	.86
9.63	13.96	37.90	10.10	1.56	.16	5.50	10.29	9.02	1.27
14.99	8.50	40.83	3.00	3.75	1.03	—	1.96	1.99	—
19.97	1.54	24.10	3.58	2.70	1.08	—	2.58	2.06	.52
15.48	14.99	27.57	4.99	8.04	2.14	1.73	12.99	11.49	1.50

[fol. 68]

**SURVEY OF CONSUMER EXPENDITURES: Estimated Average
Annual Expenditures for Specified Items of Meat by All**

City	PORK, FRESH			
	Total Fresh Pork	Chops Center	Chops End	Loin Roast
<u>Population 1,000,000 and over</u>				
Baltimore, Md.	\$ 52.32	\$16.06	\$ 6.02	\$11.54
Boston, Mass.	44.49	17.22	3.94	8.37
Chicago, Ill.	59.03	21.07	4.02	16.56
Cleveland, Ohio	51.50	17.91	4.10	11.25
Los Angeles, Calif.	30.76	13.05	2.51	5.52
Newark, N. J.	52.62	14.55	5.01	14.04
New York	36.87	11.03	3.51	10.04
Philadelphia, Pa.	53.41	13.05	4.51	8.53
Pittsburgh, Pa.	50.76	22.08	2.51	13.05
St. Louis, Mo.	53.70	15.55	5.52	9.53
San Francisco, Calif.	41.06	13.05	3.51	6.02
<u>Population 240,000 to 1,000,000</u>				
Atlanta, Ga.	37.74	13.54	1.51	5.01
Birmingham, Ala.	40.01	13.55	3.51	4.02
Cincinnati, Ohio	54.57	18.06	3.01	14.04
Hartford, Conn.	57.46	11.25	4.60	10.93
Indianapolis, Ind.	50.65	17.56	7.53	7.53
Kansas City, Mo.	36.87	12.54	4.02	6.52
Louisville, Ky.	42.10	16.06	2.00	6.52
Miami, Fla.	36.79	10.21	5.10	8.16
Milwaukee, Wis.	50.26	13.81	3.58	19.45
Minneapolis, Minn.	37.17	11.54	4.02	12.04
New Orleans, La.	31.14	15.55	3.01	3.51
Norfolk, Va.	59.60	19.07	2.51	7.53
Omaha, Neb.	44.01	15.05	8.02	5.52
Portland, Ore.	26.59	10.04	2.51	5.52
Providence, R. I.	40.20	12.04	5.01	11.03
Saranton, Pa.	52.85	17.05	5.01	15.05
Seattle, Wash.	37.51	8.02	4.02	6.54
Youngstown, Ohio	51.05	23.58	3.07	9.21
<u>Population of 30,500 to 240,000</u>				
Albuquerque, N. Mex.	\$ 34.43	\$11.03	\$ 3.51	\$ 7.03
Butte, Mont.	57.04	11.46	5.21	27.09
Canton, Ohio	43.70	15.25	3.94	10.62
Charleston, S. C.	43.30	10.65	3.73	3.73
Charleston, W. Va.	42.99	14.76	.99	7.38
Charlotte, N. C.	40.07	18.82	1.98	3.97
Des Moines, Iowa	37.88	19.28	1.56	5.74
Evansville, Ind.	49.53	11.81	3.44	5.90
Huntington, W. Va.	38.99	10.33	4.43	5.90
Jackson, Miss.	36.91	11.19	6.39	2.67
Little Rock, Ark.	37.21	15.67	1.57	6.79
Madison, Wis.	47.51	10.33	3.44	20.18
Oklahoma City, Okla.	32.09	12.79	3.20	3.20
Phoenix, Ariz.	32.82	9.03	4.02	3.02
Portland, Me.	34.77	7.87	3.44	10.82
Salt Lake City, Utah	32.26	7.30	3.94	8.37
San Jose, Calif.	35.12	12.30	2.95	1.96
Sioux Falls, S. Dak.	42.16	20.78	3.20	7.46
Wichita, Kans.	33.90	15.16	4.34	3.25
Wichita, Kans.	2/55.01	25.60	2.67	11.19

[fol. 69]

City	Total Fresh Pork	Chops Center	Chops End	Loin Roast
<u>Population 1,000,000 and over</u>				
Baltimore, Md.	\$ 52.32	\$16.06	\$ 6.02	\$11.54
Boston, Mass.	44.49	17.22	3.94	8.37
Chicago, Ill.	59.03	21.07	4.02	16.56
Cleveland, Ohio	51.50	17.91	4.10	11.25
Los Angeles, Calif.	30.76	13.05	2.51	5.52
Newark, N. J.	52.62	14.55	5.01	14.04
New York	36.87	11.03	3.51	10.04
Philadelphia, Pa.	53.41	13.05	4.51	8.53
Pittsburgh, Pa.	50.76	22.08	2.51	13.05
St. Louis, Mo.	53.70	15.55	5.52	9.53
San Francisco, Calif.	41.06	13.05	3.51	6.02

Population 240,000 to 1,000,000

Atlanta, Ga.	37.74	13.54	1.51	5.01
Birmingham, Ala.	40.81	13.53	3.51	4.02
Cincinnati, Ohio	54.57	16.06	3.01	14.04
Hartford, Conn.	57.46	11.25	4.60	18.93
Indianapolis, Ind.	50.65	17.56	7.53	7.53
Kansas City, Mo.	36.87	12.54	4.02	6.52
Louisville, Ky.	42.10	16.06	2.00	6.52
Miami, Fla.	36.79	10.21	5.10	8.16
Milwaukee, Wis.	50.26	13.81	3.58	19.45
Minneapolis, Minn.	37.17	11.54	4.02	12.04
New Orleans, La.	31.14	15.55	3.01	3.51
Norfolk, Va.	59.60	19.07	2.51	7.53
Omaha, Neb.	44.01	15.05	8.02	5.52
Portland, Ore.	26.59	10.04	2.51	5.52
Providence, R. I.	40.20	12.04	5.01	11.03
Scranton, Pa.	52.85	17.05	5.01	15.05
Seattle, Wash.	37.51	8.02	4.02	6.54
Youngstown, Ohio	51.05	23.53	3.07	9.21

Population of 30,500 to 240,000

Albuquerque, N. Mex.	\$ 34.43	\$11.03	\$ 3.51	\$ 7.03
Butte, Mont.	57.04	11.46	5.21	27.09
Canton, Ohio	43.70	15.25	3.94	10.62
Charleston, S. C.	43.30	18.65	3.73	3.73
Charleston, W. Va.	42.99	14.76	.99	7.38
Charlotte, N. C.	40.07	18.82	1.98	3.97
Des Moines, Iowa	37.88	19.28	1.56	5.74
Evansville, Ind.	49.53	11.61	3.44	5.90
Huntington, W. Va.	38.99	10.33	4.43	5.00
Jackson, Miss.	36.91	11.19	6.39	2.67
Little Rock, Ark.	37.21	15.67	1.57	6.79
Madison, Wis.	47.51	10.33	3.44	20.18
Oklahoma City, Okla.	32.09	12.79	3.20	3.20
Phoenix, Ariz.	32.82	9.03	4.02	6.02
Portland, Me.	34.77	7.67	3.44	10.22
Salt Lake City, Utah	32.26	7.38	3.94	8.37
San Jose, Calif.	35.12	12.30	2.95	1.96
Sioux Falls, S. Dak.	42.16	20.78	3.20	7.46
Wichita, Kans.	33.90	15.16	4.34	3.25
Wilmington, Del.	2/55.01	25.60	2.67	11.19

2/ Includes \$1.04 unallocated expenditures, generally reported as whole pork.
3/ Includes \$1.17 unallocated expenditures, generally reported as whole pork.

**Housekeeping Consumer Units in 49 Large Cities Based
On Expenditures Reported for One Week in Spring 1951**

PORK, FRESH			PORK, SMOKED OR CURED					
Fresh Ham	Fresh Sausage	Other Fresh Pork	Tot. pork Smoked Cured	Ham Whole Sliced	Picnic Shoulder	Bacon	Salt Pork Etc.	Other
\$ 5.01	\$ 6.66	\$ 7.03	\$54.74	\$24.65	\$ 6.57	\$19.14	\$ 1.63	\$ 2.75
2.46	4.63	7.87	48.97	18.53	11.23	17.01	1.07	1.13
4.51	4.89	7.08	50.23	18.08	2.74	22.86	2.16	4.39
3.58	8.52	6.14	55.08	25.19	5.90	19.65	2.20	2.14
.50	2.66	6.52	39.89	13.15	2.75	21.26	.54	2.19
8.02	7.99	3.01	43.86	21.91	3.29	16.48	.54	1.64
3.51	5.77	3.01	32.40	12.05	1.64	14.88	1.09	2.74
13.54	9.76	4.02	54.12	23.01	4.39	21.80	1.63	3.29
3.51	7.10	2.51	46.39	19.72	1.10	23.39	.54	2.64
6.52	7.55	9.03	56.67	21.36	1.64	26.05	3.79	3.83
7.52	4.44	6.52	39.82	13.15	2.19	23.40	.54	.54
1.51	10.65	5.52	66.41	21.91	4.93	28.71	9.22	1.64
2.00	10.21	7.52	53.20	9.86	1.64	28.17	10.84	3.29
5.01	8.43	6.02	62.58	20.27	4.93	30.83	1.62	4.93
7.67	10.41	4.60	53.45	26.39	4.29	17.53	1.10	2.14
2.51	7.99	7.53	57.04	13.15	7.12	32.96	1.62	2.19
6.02	5.77	2.00	54.00	20.26	5.47	24.99	1.09	2.19
3.01	7.99	6.52	49.01	11.50	4.93	26.05	3.79	2.74
2.55	5.15	5.62	62.48	20.35	11.78	26.57	1.64	2.14
.51	4.73	8.18	48.65	26.25	2.68	13.82	.55	5.35
2.51	3.55	3.31	33.97	18.62	3.29	15.42	.54	1.10
4.02	3.55	1.50	40.68	17.54	3.83	10.10	8.67	.54
6.02	12.43	12.04	59.98	20.82	5.47	24.45	6.50	2.74
1.50	4.89	9.03	50.05	14.25	1.64	29.24	1.09	3.83
1.51	4.00	3.01	36.64	10.40	4.93	19.67	.54	1.10
1.51	7.10	3.51	48.20	18.08	10.40	17.55	1.62	.55
4.02	10.21	1.51	57.57	31.77	2.74	15.95	.54	6.57
5.01	4.39	9.03	48.75	16.98	4.93	20.21	1.09	.54
2.04	7.57	5.63	57.76	31.08	—	21.79	2.75	2.14
\$ 3.51	\$ 5.33	\$ 4.02	\$40.23	\$ 8.76	\$ 2.19	\$27.64	\$.54	\$ 1.10
1.05	7.54	4.69	43.30	18.35	4.20	18.59	1.11	1.05
2.46	9.26	1.97	41.63	18.53	3.37	18.07	.53	1.13
3.20	9.73	4.26	71.57	16.91	11.79	30.27	9.02	3.58
6.39	8.42	5.05	50.47	16.29	—	29.23	2.14	2.81
1.49	7.37	5.94	49.67	14.82	2.85	25.52	5.34	1.14
1.56	4.53	5.21	44.42	17.30	7.86	17.57	.17	1.57
5.42	12.63	10.33	3/59.45	18.53	5.06	29.76	2.69	2.24
.40	8.00	9.84	48.22	8.98	6.74	20.16	3.22	1.12
4.26	9.20	3.20	66.22	17.42	4.10	32.39	11.28	1.03
3.13	7.97	2.08	58.89	24.56	2.09	25.01	7.18	.05
.49	4.21	8.86	55.79	23.58	11.23	15.95	.53	4.50
1.60	7.58	3.72	53.95	19.98	3.08	27.61	2.25	1.03
.50	6.22	7.03	45.34	18.08	—	21.80	1.63	3.83
2.46	3.79	6.39	47.24	6.74	19.66	17.02	2.14	1.68
5.41	4.21	2.95	40.00	15.72	5.61	17.01	.53	1.13
2.95	4.63	10.33	21.36	1.68	—	17.54	2.14	—
1.07	3.25	6.40	29.86	4.10	6.66	18.59	—	.51
2.24	2.10	1.42	42.06	10.59	4.04	28.13	—	.20

On Expenditures Reported for One Week in Spring 1951

PORK, FRESH			PORK, SMOKED OR CURED					
Fresh Ham	Fresh Sausage	Other Fresh Pork	Tot. pork Smoked Cured	Ham Whole Sliced	Picnic Shoulder	Bacon	Salt Pork Etc.	Other
\$ 5.01	\$ 6.66	\$ 7.03	\$54.74	\$24.65	\$ 6.57	\$19.14	\$ 1.63	\$ 2.75
2.46	4.63	7.87	48.97	18.53	11.23	17.01	1.07	1.13
4.51	4.89	7.03	50.23	18.08	2.74	22.86	2.16	4.39
3.58	8.52	6.14	55.08	25.19	5.90	19.65	2.20	2.14
.50	2.66	6.52	39.89	13.15	2.75	21.26	.54	2.19
6.02	7.99	3.01	43.86	21.91	3.29	16.48	.54	1.04
3.51	5.77	3.01	32.40	12.05	1.64	14.88	1.09	2.74
13.54	9.76	4.02	54.12	23.01	4.39	21.80	1.63	3.29
3.51	7.10	2.51	46.39	19.72	1.10	23.39	.54	1.64
6.52	7.55	9.03	56.67	21.36	1.64	26.05	3.79	3.83
7.52	4.44	6.52	39.82	13.15	2.19	23.40	.54	.54
1.51	10.65	5.52	66.41	21.91	4.93	28.71	9.22	1.64
2.00	10.21	7.52	53.20	9.86	1.64	20.17	10.84	3.29
5.01	8.43	6.02	62.58	20.27	4.93	30.33	1.62	4.93
7.67	10.41	4.60	53.45	20.39	4.29	17.53	1.10	2.14
2.51	7.99	7.53	57.04	13.15	7.12	32.96	1.62	2.19
6.02	5.77	2.00	54.00	20.26	5.47	24.99	1.09	2.19
3.01	7.99	6.52	49.01	11.50	4.93	26.05	3.79	2.74
2.55	5.15	5.62	62.48	20.35	11.78	26.57	1.64	2.14
.51	4.73	8.18	48.65	26.25	2.68	13.82	.55	5.35
2.51	3.55	3.51	33.97	18.62	3.29	15.42	.54	1.10
4.02	3.55	1.50	40.68	17.54	3.83	10.10	3.67	.54
6.02	12.43	12.04	59.98	20.32	5.47	24.45	6.50	2.74
1.50	4.89	9.03	50.05	14.25	1.64	29.24	1.09	3.83
1.51	4.00	3.01	36.64	10.40	4.93	19.67	.54	1.10
1.51	7.10	3.51	48.20	18.08	10.40	17.55	1.62	.55
4.02	10.21	1.51	57.87	31.77	2.74	15.95	.54	6.57
5.01	4.39	9.03	43.75	16.98	4.93	20.21	1.09	.54
2.04	7.57	5.63	57.76	31.08	—	21.79	2.75	2.14
\$ 3.51	\$ 5.33	\$ 4.02	\$40.23	\$ 8.76	\$ 2.19	\$27.64	\$.54	\$ 1.10
1.05	7.54	4.69	43.30	18.35	4.20	18.59	1.11	1.05
2.46	9.26	1.97	41.63	18.53	3.37	18.07	.53	1.13
3.20	9.73	4.26	71.57	16.91	11.77	30.27	9.02	3.58
6.39	6.42	5.05	50.47	16.29	—	29.23	2.14	2.81
1.49	7.37	5.94	49.67	14.82	2.85	25.52	5.34	1.14
1.56	4.53	5.21	44.42	17.30	7.86	17.52	.17	1.57
5.42	12.63	10.33	3/59.45	18.53	5.06	29.76	2.69	2.24
.49	8.00	9.84	48.22	8.98	6.74	28.16	3.22	1.12
4.26	9.20	3.20	66.22	17.42	4.10	32.39	11.28	1.03
3.13	7.97	2.08	58.89	24.56	2.09	25.01	7.18	.05
.49	4.21	8.86	55.79	23.58	11.23	15.95	.53	4.50
1.60	7.58	3.72	53.95	19.98	3.08	27.61	2.25	1.03
.50	6.22	7.03	45.34	18.08	—	21.80	1.63	3.83
2.46	3.79	6.39	47.24	6.74	19.66	17.02	2.14	1.68
5.41	4.21	2.95	40.00	15.72	5.61	17.01	.53	1.13
2.95	4.63	10.33	21.36	1.68	—	17.54	2.14	—
1.07	3.25	6.40	29.86	4.10	6.66	18.59	—	.51
4.34	5.19	1.62	42.96	10.59	4.04	28.13	—	.20
4.80	8.11	1.60	63.53	34.33	1.54	24.43	1.69	1.54

[fol. 70]

**SURVEY OF CONSUMER EXPENDITURES: Estimated Average
Annual Expenditures for Specified Items of Meat by All**

City	LAMB		
	Total Lamb	Rib Chops	Loin Chops
<u>Population 1,000,000 and over</u>			
Baltimore, Md.	\$ 8.81	\$ 1.95	\$ 2.45
Boston, Mass.	20.34	2.42	5.33
Chicago, Ill.	13.21	2.45	3.42
Cleveland, Ohio	7.43	2.97	.49
Los Angeles, Calif.	13.69	1.95	3.42
Newark, N. J.	24.48	4.41	5.39
New York, N. Y.	32.32	9.80	7.34
Philadelphia, Pa.	14.68	1.95	3.42
Pittsburgh, Pa.	6.31	1.47	1.55
St. Louis, Mo.	2.45	.49	.49
San Francisco, Calif.	23.89	6.36	5.39
<u>Population 240,000 to 1,000,000</u>			
Atlanta, Ga.	\$ 4.41	\$.93	\$.98
Birmingham, Ala.	4.90	.49	.49
Cincinnati, Ohio	3.91	—	—
Hartford, Conn.	10.42	3.97	3.97
Indianapolis, Ind.	.	—	—
Kansas City, Mo.	.	—	—
Louisville, Ky.	3.38	.49	.19
Miami, Fla.	3.97	1.00	2.48
Milwaukee, Wis.	4.44	.49	—
Minneapolis, Minn.	.	—	—
New Orleans, La.	.	—	—
Norfolk, Va.	2.45	.49	.49
Omaha, Neb.	2.45	.49	.49
Portland, Ore.	2.94	.49	.49
Providence, R. I.	18.61	2.45	2.94
Scranton, Pa.	6.86	.98	1.47
Seattle, Wash.	7.84	.49	2.94
Youngstown, Ohio	7.68	1.98	.25
<u>Population of 30,500 to 240,000</u>			
Albuquerque, N. Mex.	\$ 3.42	\$ 1.95	\$.49
Butte, Mont.	6.22	—	2.00
Canton, Ohio	6.77	.48	2.42
Charleston, S. C.	.	—	—
Charleston, W. Va.	2.42	—	.97
Charlotte, N. C.	.	—	—
Des Moines, Iowa	2.00	—	—
Evansville, Ind.	.	—	—
Huntington, W. Va.	1.45	.48	—
Jackson, Miss.	.	—	—
Little Rock, Ark.	.	—	—
Madison, Wis.	.	—	—
Oklahoma City, Okla.	.	—	—
Phoenix, Ariz.	3.42	.49	.49
Portland, Me.	7.25	2.42	1.45
Salt Lake City, Utah	6.27	.48	.48
San Jose, Calif.	16.93	2.42	2.42
Sioux Falls, S. Dak.	.	—	—

[fol. 71]

	Lamb	Chops	Chops
<u>Population 1,000,000 and over</u>			
Baltimore, Md.	\$ 8.81	\$ 1.95	\$ 2.45
Boston, Mass.	20.34	2.42	5.33
Chicago, Ill.	13.21	2.45	3.42
Cleveland, Ohio	7.43	2.97	.49
Los Angeles, Calif.	13.69	1.95	3.42
Newark, N. J.	24.48	4.41	5.39
New York, N. Y.	32.32	9.80	7.34
Philadelphia, Pa.	14.68	1.95	3.42
Pittsburgh, Pa.	8.31	1.47	1.95
St. Louis, Mo.	2.45	.49	.49
San Francisco, Calif.	23.89	6.36	5.39
<u>Population 240,000 to 1,000,000</u>			
Atlanta, Ga.	\$ 4.41	\$.93	\$.98
Birmingham, Ala.	4.90	.49	.49
Cincinnati, Ohio	3.91	—	—
Hartford, Conn.	10.42	3.97	3.97
Indianapolis, Ind.	.	—	—
Kansas City, Mo.	.	—	—
Louisville, Ky.	3.38	.49	.19
Miami, Fla.	3.97	1.00	2.48
Milwaukee, Wis.	4.44	.49	—
Minneapolis, Minn.	.	—	—
New Orleans, La.	.	—	—
Norfolk, Va.	2.45	.49	.49
Omaha, Neb.	2.45	.49	.49
Portland, Ore.	2.94	.49	.49
Providence, R. I.	18.61	2.45	2.94
Scranton, Pa.	6.86	.98	1.47
Seattle, Wash.	7.84	.49	2.94
Youngstown, Ohio	7.68	1.98	.25
<u>Population of 30,500 to 240,000</u>			
Albuquerque, N. Mex.	\$ 3.42	\$ 1.95	\$.49
Butte, Mont.	6.22	—	2.00
Canton, Ohio	6.77	.48	2.42
Charleston, S. C.	.	—	—
Charleston, W. Va.	2.42	—	.97
Charlotte, N. C.	.	—	—
Des Moines, Iowa	2.00	—	—
Evansville, Ind.	.	—	—
Huntington, W. Va.	1.45	.48	—
Jackson, Miss.	.	—	—
Little Rock, Ark.	.	—	—
Madison, Wis.	.	—	—
Oklahoma City, Okla.	.	—	—
Phoenix, Ariz.	3.42	.49	.49
Portland, Me.	7.25	2.42	1.45
Salt Lake City, Utah	6.27	.48	.48
San Jose, Calif.	15.93	2.42	2.42
Sioux Falls, S. Dak.	.	—	—
Wichita, Kansas	.	—	—
Wilmington, Del.	13.20	1.02	3.04

[fol. 71]

• Insufficient reports for a valid estimate.

Housekeeping Consumer Units in 49 Large Cities Based
Expenditures Reported for One Week in Spring 1951

LAMB		OTHER MEATS			CANNED MEATS	
Leg	Breast Etc.	Tongue Heart Etc.	Franks Smoked Sausage	Cold Cuts	Lunch Meat	Other Canned
\$ 3.92	\$.49	\$ 1.97	\$12.09	\$23.01	\$ 4.74	\$ 7.70
8.71	3.08	.97	15.88	19.67	2.97	2.97
4.89	2.45	1.96	12.08	30.68	2.36	12.44
2.48	1.49	1.99	17.64	32.44	3.43	4.05
4.40	3.92	3.94	8.24	13.15	4.74	3.56
9.79	4.89	1.48	12.64	93.42	2.36	2.37
9.30	5.88	3.94	10.99	19.73	1.19	2.36
5.39	3.92	1.97	12.64	35.07	3.55	5.33
3.42	1.47	1.48	10.99	43.63	7.70	5.33
.49	.98	1.97	14.83	25.76	2.36	1.78
11.75	5.39	.99	13.13	18.08	4.14	10.07
\$ 1.47	\$.98	\$ 1.97	\$11.53	\$ 8.76	\$ 2.97	\$ 6.52
2.94	.98	.99	11.54	12.05	2.37	5.92
3.42	.49	2.46	7.69	30.68	2.36	3.55
—	2.48	3.49	15.98	25.85	.53	6.97
—	—	.99	9.34	15.34	3.55	2.36
—	—	.49	11.53	16.98	3.55	2.36
2.45	.25	1.48	9.34	19.18	1.19	3.55
—	.49	.15	9.90	15.37	2.37	7.14
3.46	.49	.50	11.57	34.09	3.43	5.80
—	—	1.97	10.43	19.18	4.74	8.30
—	—	3.44	10.43	16.44	1.78	6.52
.96	.49	.49	13.18	14.90	4.74	4.75
—	1.47	3.94	11.53	18.08	4.14	4.14
.98	.98	1.48	10.43	7.68	4.74	3.55
10.28	2.94	1.97	15.93	21.37	4.74	4.14
2.94	1.47	.49	11.53	37.25	11.85	6.52
2.94	1.47	3.44	4.94	12.05	2.36	4.14
2.48	2.97	1.00	12.68	32.99	1.16	6.97
—	\$.98	\$ 1.48	\$10.99	\$ 9.32	\$ 5.33	\$ 7.70
4.02	.20	—	13.80	17.09	4.05	4.63
2.42	1.45	1.46	12.04	31.15	8.31	2.37
—	—	1.03	17.75	15.49	7.39	5.69
1.45	—	.49	9.31	13.66	7.70	6.53
—	—	2.91	12.01	14.21	4.11	4.70
—	2.00	2.02	11.59	12.13	6.37	1.74
—	—	1.94	9.31	19.58	1.73	1.73
—	.97	.98	9.85	22.41	4.75	7.70
—	—	.51	15.53	9.41	5.69	6.27
—	—	5.01	6.64	11.02	5.91	3.55
—	—	.19	8.76	19.13	1.78	1.78
—	—	.95	6.10	14.39	.56	3.41
.49	1.95	6.89	10.99	14.25	3.55	4.74
1.45	1.93	.48	15.32	10.38	5.34	9.49
1.93	3.38	1.46	8.76	9.84	5.93	7.70
10.16	1.93	3.40	8.76	17.49	5.93	4.75
—	—	1.54	13.86	19.92	2.85	2.27
—	—	—	7.76	15.46	2.73	2.73
6.09	3.05	2.05	12.20	38.18	6.27	3.98

Expenditures Reported for One Week in Spring 1951

LAMB		OTHER MEATS			CANNED MEATS	
Leg	Breast Etc.	Tongue Heart Etc.	Franks Smoked Sausage	Cold Cuts	Lunch Meat	Other Canned
\$ 3.92	\$.49	\$ 1.97	\$12.05	\$23.01	\$ 4.74	\$ 7.70
8.71	3.08	.97	15.88	19.67	2.97	2.97
4.89	2.45	1.96	12.08	30.68	2.36	12.44
2.48	1.49	1.99	17.64	32.44	3.43	4.65
4.40	3.92	3.94	8.24	13.15	4.74	3.56
9.79	4.89	1.48	12.64	33.42	2.36	2.37
9.30	5.88	3.94	10.99	19.73	1.19	2.36
5.39	3.92	1.97	12.64	35.07	3.55	5.33
3.42	1.47	1.48	10.99	43.63	7.70	5.33
.49	.98	1.97	14.83	25.76	2.36	1.78
11.75	5.39	.99	13.13	18.08	4.14	10.07
\$ 1.47	\$.98	\$ 1.97	\$11.53	\$ 8.76	\$ 2.97	\$ 6.52
2.94	.98	.99	11.54	12.05	2.37	5.92
3.42	.49	2.46	7.69	30.68	2.36	3.55
—	2.48	3.49	15.98	25.85	.53	6.97
—	—	.99	9.34	15.34	3.55	2.36
—	—	.49	11.53	16.98	3.55	2.36
2.45	.25	1.48	9.34	19.18	1.19	3.55
—	.49	.15	9.90	15.37	2.37	7.14
3.46	.49	.50	11.57	34.09	3.43	5.80
—	—	1.97	10.43	19.18	4.74	8.30
—	—	3.44	10.43	16.44	1.78	6.52
.96	.49	.49	13.18	14.80	4.74	4.75
—	1.47	3.94	11.53	18.08	4.14	4.14
.98	.98	1.48	10.43	7.68	4.74	3.55
10.28	2.94	1.97	15.93	21.37	4.74	4.14
2.94	1.47	.49	11.53	37.25	11.85	6.52
2.94	1.47	3.44	4.94	12.05	2.36	4.14
2.48	2.97	1.00	12.68	32.99	1.16	6.97
—	\$.98	\$ 1.48	\$10.99	\$ 9.32	\$ 5.33	\$ 7.70
4.02	.20	—	13.80	17.09	4.05	4.63
2.42	1.45	1.46	12.04	31.15	8.31	2.37
—	—	1.03	17.75	15.49	7.39	5.69
1.45	—	.48	9.31	13.66	7.70	6.53
—	—	2.91	12.01	14.21	4.11	4.70
—	2.00	2.02	11.59	12.13	6.37	1.74
—	—	1.94	9.31	19.58	1.78	1.73
—	.97	.98	9.85	22.41	4.75	7.70
—	—	.51	15.53	9.41	5.69	6.27
—	—	5.01	6.64	11.02	5.91	3.55
—	—	.19	8.76	19.13	1.78	1.78
—	—	.95	6.10	14.39	.56	3.41
.49	1.95	6.89	10.99	14.25	3.55	4.74
1.45	1.93	.43	15.32	10.38	5.34	9.49
1.93	3.38	1.46	8.76	9.84	5.93	7.70
10.16	1.93	3.40	8.76	17.49	5.93	4.75
—	—	1.54	13.86	19.92	2.85	2.27
—	—	—	7.76	15.46	2.73	2.73
6.09	3.05	2.05	12.20	38.18	6.27	3.98

[fol. 73]

73

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 32

Household Food Consumption Survey 1955
Report No. 1

kept with ex 32 id

FOOD CONSUMPTION of HOUSEHOLDS in the UNITED STATES

58C145
FILED

MAY 28 1963

DOCKETED

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

U. S. DEPARTMENT OF AGRICULTURE

Washington, D. C.

Defini ex 32

FOOD CONSUMPTION OF HOUSEHOLDS IN THE UNITED STATES

Agricultural Research Service and Agricultural Marketing Service

This report contains a portion of the data from the U. S. Department of Agriculture's nationwide Survey of Household Food Consumption made in the Spring of 1955. The survey was part of the Department's broad program of research on the marketing and utilization of farm products and on family dietary levels.

Periodic examinations of food consumption of population groups are needed for many purposes -- for administration of public programs affecting food supply, distribution, and consumption; for educational programs to improve food habits; and for private efforts to broaden and improve the marketing of foods. Nationwide surveys of food consumption were made in 1936 and 1942, and a survey of food consumption of urban families in 1948. No surveys of rural families have been made since 1942 except on a regional basis.¹

The 1955 survey was the most comprehensive yet undertaken. Like the earlier surveys, its objectives were to obtain current information on patterns of food consumption, expenditures, dietary levels, and household food practices. The households were grouped (1) by regions--Northeast, North Central, South, and West, (Census of Population regions. See map, p. 2); (2) by urbanization--rural farm, rural nonfarm, and urban within regions; and (3) by several family income classes within region-urbanization categories.

Because of the widespread demand for current data on food consumption patterns, the statistical data contained in this report are being issued immediately after tabulation and accompanied by a minimum of descriptive information. In this way, public and private research and marketing organizations may proceed with analysis of the data for their own use at the same time that studies are being carried on by several research groups within the Department of Agriculture.

The survey was based on a national probability sample of approximately 6,000 housekeeping households of one or more persons. Housekeeping households were defined as those in which at least one member had 10 or more meals from home food supplies during the week preceding the interview. Institutions and persons living on military reservations were not represented.

Collection of the data, made during April, May, and June of 1955, was by personal interview with household members, usually the homemaker. Information was obtained on the number of meals eaten at home and away from home by each individual in the household, expenditures for food eaten away from home, quantities of all food items used at home during the 7 days preced-

¹See page 196 for list of earlier surveys.

ing the interview and expenditures for the purchased items, selected household food practices during the previous year, and various family characteristics such as income needed for classification of the data.

The basic data in this survey relate to quantities of food consumed, or used up during a week. The only exceptions are the figures for certain miscellaneous food items and tea and alcoholic beverages which relate to purchases made during the week rather than to consumption. For these commodities, purchases usually can be reported more readily than consumption. For an individual family there may be a substantial difference between purchases and consumption of a food during a week. Some of the food used may have been purchased earlier and some of the food purchased during the week may not have been consumed until later. For a large group of families, however, average purchases of a food tend to equal average consumption. For this reason, comparisons generally can be made between this survey and other large surveys where food purchases rather than food consumption are measured.

To assure adequate farm coverage the sample included, in addition to a basic cross-section of about 4,500 urban, rural nonfarm, and rural farm households, a supplemental sample of about 1,500 farm-operator households. Hence it was necessary in combining the data for rural farm and the other urbanizations to use appropriate weights in order to obtain the "all-urbanization" averages. A more detailed description of the sample design and its appraisal are presented on pages 186-188.

In requesting the information from households, trained interviewers used a detailed food list to help respondents recall the quantities of foods used during the week and the amounts paid for purchased items. (This method is sometimes referred to as the "recall-list method.") Since the success of surveys of this type depends in large part on the interviewers' skill in drawing out the necessary information from the person interviewed, considerable care was taken in the selection and training of the interviewers. At training schools, lasting from 3 to 5 days, instructions and practice were given in the sampling phase of the survey, in interviewing, and in recording in correct form on the schedule. Manuals of instruction, prepared by the contractor and reviewed by the USDA staff, were used in training schools and served as reference tools for interviewers during the collection period.

A glossary beginning on page 193 explains the major terms used in this study.

[fol. 75]

NOTES ON USE OF TABLES

Table 1 presents the counts of households and families in the survey.

Table 2 presents data on total food expenditures and the money value of food obtained without direct expense for the *family* (primary economic family) and the average size of the family and its income. (See Glossary, Family and Family size.) Where per person averages for groups of families are needed, they may be computed by dividing the family quantities by the average family size (table 2, column 3). This table is the only one in this report that presents data for households or families of 2 or more persons further classified by size. The number of families in some of the family size-income groups is small but averages for these cells are shown to permit maximum flexibility in analyses of the data. Averages for all columns in table 2 are based on all families in the cell (table 1) with the exception of average income (column 2). For this column the averages for all families and for families of 2 or more persons are based on the number of families reporting income (i.e., exclude the "not classified").

The basic data on foods consumed (tables 3-22) are for the *household*. (See Glossary, Household.) Averages in these tables are based on all households in the cell (table 1) whether or not they used the specified food. However, since the percentage of households using the food is shown, averages for these households only can be obtained by dividing the average for all households in the cell by the percentage using.

Where per person averages for groups of households are needed, they may be computed by dividing the household quantities by the average household size (number of "21-meal-at-home equivalent" persons in the household, table 3, column 2). The use of the number of 21-meal-at-home equivalent

persons for computing averages per person is an attempt to adjust for the fact that the number of persons in the family is not always identical with the number of persons eating from household (home) food supplies. Some family members may have eaten meals away from home and nonfamily members (guests, hired help, boarders) may have eaten from the respondent's household food supplies. This method has the limitation of assigning equal weight in quantity and cost to all meals (morning, noon, and evening), and makes no allowance for any difference between amounts or kinds of food at meals eaten away and those served at home.

The food used at home by households was classified by source, that is, purchased, produced by the household for its own use, or received as gift or pay. For group totals, as in table 4, the percentage, average quantity, and average money value have been shown separately by source as well as for all sources combined. For selected individual foods in tables 6-21, separate figures for food from all sources and purchased food are shown for households in the "all urbanizations" category and for the rural farm and rural nonfarm households. The difference between the figure for food from all sources and the figure for purchased food (except for bakery products and processed fruits and vegetables) gives a satisfactory estimate of home production because the quantities received as gift or pay were small.

Where combinations for groups of families or households are needed, they may be computed by using the counts of households or families shown in table 1. In making combinations, the appropriate adjustments for the oversampling of the rural farm households must be made. For example, in combining income classes for "all urbanizations," columns showing the weighted counts, where this adjustment had already been made, should be used. In combining rural farm and rural nonfarm into a single rural group, the full count of rural nonfarm, but only one-fourth of the rural farm households shown in table 1 should be used.

Table 10.--MEAT, POULTRY, FISH

UNITED STATES

Food used at home in a week, April-June 1955: Percentage of households using and average quantity and average money value per household (based on all households from all sources and purchased food separately for specified items; housekeeping households of 1 or more persons, by income

Type of data, household size group, and money income after income taxes for households of 2 or more persons (dollars)	Total meat		Beef							
			Total		Steak, fresh, frozen					
					Total		Round		Other	
(1)	All sources (2)	Pur- chased (2A)	All sources (3)	Pur- chased (3A)	All sources (4)	Pur- chased (4A)	All sources (5)	Pur- chased (5A)	All sources (6)	Pur- chased (6A)
PERCENTAGE OF HOUSEHOLDS USING										
All households	99.3	97.4	88.7	83.0	52.1	47.3	26.6	23.5	32.5	29.8
1-person households	97.8	95.5	72.7	69.8	37.0	36.0	16.9	16.5	22.8	22.2
Households of 2 or more persons ..	99.4	97.6	90.1	84.1	53.4	48.4	27.5	24.1	33.4	30.4
Under 2,000	97.3	91.6	71.3	61.7	29.0	21.5	17.0	11.9	13.2	11.2
Under 1,000	94.6	87.0	57.6	48.5	23.5	17.4	13.3	4.8	13.3	10.4
1,000-1,999	99.0	94.6	80.0	70.1	32.6	24.1	19.4	13.8	16.4	11.8
2,000-2,999	99.2	97.7	87.8	80.8	41.4	36.0	23.4	19.7	24.1	20.5
3,000-3,999	99.7	98.7	91.7	86.2	52.5	47.8	29.0	25.5	29.2	26.6
4,000-4,999	100.0	99.1	95.6	90.7	59.4	55.0	31.0	28.3	36.7	34.0
5,000-5,999	100.0	99.4	96.7	93.1	64.7	61.0	32.6	30.0	40.5	38.5
6,000-7,999	99.9	99.7	95.3	91.7	63.3	59.9	33.8	31.8	41.8	39.9
8,000-9,999	100.0	99.5	96.9	93.1	75.0	71.2	33.9	31.0	53.9	51.6
10,000 and over	100.0	99.1	98.2	95.0	74.4	71.4	28.8	27.8	57.8	55.1
Not classified	99.6	96.6	90.6	81.6	56.1	49.2	24.4	19.6	38.8	34.8
QUANTITY PER HOUSEHOLD (pounds)										
All households	10.10	9.11	4.16	3.71	1.30	1.13	.56	.48	.73	.66
1-person households	3.56	3.33	1.37	1.29	.50	.48	.22	.21	.28	.27
Households of 2 or more persons ..	10.67	9.63	4.41	3.93	1.37	1.19	.60	.50	.77	.69
Under 2,000	7.55	5.97	2.55	1.89	.63	.40	.33	.20	.30	.20
Under 1,000	6.58	4.91	2.13	1.53	.53	.32	.28	.15	.25	.17
1,000-1,999	8.14	6.65	2.82	2.12	.70	.46	.36	.23	.34	.23
2,000-2,999	10.07	8.77	3.70	3.17	.99	.79	.51	.41	.48	.36
3,000-3,999	10.63	9.72	4.25	3.80	1.19	1.02	.59	.50	.60	.52
4,000-4,999	11.37	10.49	4.86	4.45	1.44	1.28	.66	.58	.78	.70
5,000-5,999	12.08	11.31	5.16	4.82	1.68	1.55	.76	.68	.92	.87
6,000-7,999	11.98	11.31	5.23	4.67	1.82	1.67	.77	.69	1.05	.97
8,000-9,999	11.82	11.04	5.67	5.24	2.08	1.92	.76	.67	1.32	1.25
10,000 and over	12.92	12.30	6.07	5.78	2.52	2.40	.68	.65	1.84	1.76
Not classified	10.75	9.27	4.72	4.00	1.54	1.29	.53	.40	1.01	.90
MONEY VALUE PER HOUSEHOLD (dollars)										
All households	6.04	5.52	2.54	2.30	1.02	.90	.42	.36	.60	.55
1-person households	2.19	2.07	.86	.81	.40	.38	.17	.16	.23	.22
Households of 2 or more persons ..	6.38	5.83	2.69	2.43	1.07	.95	.44	.38	.63	.57
Under 2,000	3.75	2.95	1.32	.97	.44	.28	.23	.14	.21	.15
Under 1,000	3.21	2.37	1.08	.76	.35	.22	.19	.10	.16	.11
1,000-1,999	4.10	3.33	1.47	1.10	.49	.33	.25	.16	.24	.17
2,000-2,999	5.41	4.73	2.00	1.71	.71	.58	.37	.30	.34	.28
3,000-3,999	6.00	5.52	2.41	2.17	.88	.76	.43	.36	.45	.40
4,000-4,999	6.83	6.35	2.92	2.70	1.11	1.01	.50	.44	.61	.56
5,000-5,999	7.59	7.16	3.24	3.05	1.30	1.21	.56	.50	.75	.71
6,000-7,999	7.68	7.33	3.37	3.18	1.41	1.32	.57	.52	.80	.80
8,000-9,999	7.97	7.58	3.84	3.62	1.74	1.64	.57	.52	1.17	1.12
10,000 and over	9.63	9.28	4.63	4.47	2.37	2.29	.59	.57	1.79	1.72
Not classified	6.75	5.97	3.11	2.73	1.30	1.14	.40	.31	.90	.82

See footnotes at end of table.

[fol. 77]

77

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 33
Household Food Consumption Survey 1955
Report No. 6

DIETARY LEVELS
of HOUSEHOLDS in the
UNITED STATES

U. S. DEPARTMENT OF AGRICULTURE

Washington, D. C.

DIETARY LEVELS OF HOUSEHOLDS IN THE UNITED STATES

Agricultural Marketing Service and Agricultural Research Service

HIGHLIGHTS

The average amounts of food brought into household kitchens in the United States were sufficient to provide more than recommended allowances for calories and eight nutrients studied in this survey of a week's food consumption in the spring of 1955. Not all households, however, had diets that met recommended levels. When household supplies failed to meet nutrient recommendations, they were most often short in milk, especially important for calcium, and in vitamin C-rich fruits and vegetables.

About 3 in 10 households had diets that provided less calcium than the allowances recommended by the National Research Council. About 1 in 4 had less than recommended amounts of ascorbic acid (vitamin C) and slightly smaller proportions had less vitamin A, riboflavin, and thiamine than the allowances specify. A tenth or fewer had food furnishing less than recommended amounts of iron, protein, and niacin.

This does not prove that all of those families were poorly fed or subject to malnutrition; the recommended allowances provide a considerable margin of safety over average needs. This margin varies for the different nutrients. About 90 percent of the households had food that provided at least two-thirds of the recommended amounts of ascorbic acid and calcium and the diets of an even higher percentage furnished at least two-thirds of the allowances for other nutrients.

Data in this report show amounts of nutrients in the food that came into household kitchens for consumption. How much food was discarded either as plate waste or during or after preparation was not reported. Hence amounts of nutrients in the food actually eaten may be smaller than the amounts shown in the tables of this publication. Losses in terms of calories may be especially high.

COMPARISON WITH EARLIER SURVEYS

Diets in this country as a whole have shown considerable improvement since the large-scale survey in 1936 when a third of the diets were classed as "poor." Today in probably as few as 10 percent of the Nation's households can the diets be called "poor" by the standards used in the earlier period.

Of the nutrients for which calculations have been made, three B-vitamins—thiamine, niacin, and riboflavin—and iron showed the greatest increase since 1936. These substances are added to grain products as enrichment ingredients

and some of them, especially niacin and riboflavin, have also been increased by greater consumption of meat and milk. The calcium and protein content of diets has also increased considerably as a result of increases in milk and meat consumption.

Relatively little improvement in urban dietary levels has taken place since 1948 when a food consumption survey of urban families of two or more persons was made. In 1955 approximately the same proportions of urban household diets as in 1948 failed to furnish recommended amounts of calcium, vitamin A, thiamine, and riboflavin—nutrients that often are in shorter than desirable supply in diets. Some improvement in protein, iron, and niacin levels has occurred, owing largely to the greater consumption of meat, poultry, and fish. There was some lowering of ascorbic acid levels, chiefly because of a shift in the pattern of household consumption of fruits and vegetables.

The improvements in diets in the past two decades have been the result of a combination of factors. We have enjoyed economic conditions under which an increasing proportion of people have been able to have the kinds of food they want. Average real income (income after adjustment for increases in price) is higher, and the benefits of increased incomes have especially affected families at the lower end of the income distribution. And finally, people are more generally aware of their need for a proper assortment of foods for good health.

RURAL-URBAN DIFFERENCES

Though rural-urban differences in food consumption patterns have become less marked over the last 20 years, considerable differences in dietary levels still exist. In the spring of 1955 farm diets provided more of all nutrients except ascorbic acid and vitamin A, even when differences in household size (i.e., the number of persons served at home) were accounted for. When differences in the composition of the household (i.e., the age and sex of members though not the activity of the members in this survey) are taken into account, most of the differences are minimized though still significant.

Urban diets provided more vitamin A and ascorbic acid than farm diets because of larger quantities of dark-green and deep-yellow vegetables (for vitamin A) and citrus fruit (for ascorbic acid). Only 67 percent of the farm households had at least one dark-green or deep-yellow vegetable during the survey week compared with 82 percent of the urban households. Comparable proportions for citrus fruits were 69 percent and 87 percent.

The larger number of calories from the farm diets was the result of larger quantities per person of milk, grain products, fats and oils, and sugars. The higher milk consumption also meant more calcium and riboflavin and contributed to the higher amounts of protein and thiamine.

Among farm households, home-produced food contributed at least 30 percent of the total quantities of the nutrients for which calculations were made, with the proportion rising to about 50 percent for vitamin A, calcium, and riboflavin. About one-third of the total vitamin A value of farm diets was supplied by green and yellow vegetables, including sweetpotatoes. One-half of these vegetables were grown at home. Calcium and riboflavin were supplied chiefly by milk, a large proportion of which was home-produced (68 percent). Milk also is an economical source of protein. Urban households spent 14 percent of their total food dollars for milk in its several forms, including cream, cheese, and ice cream, and yet obtained 22 percent of their total protein from these foods.

DIFFERENCES BY INCOME

Considerable variation in food consumption patterns was found when families were classified by money income, as would be expected. Differences in types of foods used were usually greater, however, than differences in the amounts of nutrients provided.

For income comparisons it is desirable to consider one urbanization group at a time since there are relatively more farm families in the lower money income classes and more urban families in the upper income classes. Even for separate urbanization groups, differences in food consumption among income classes probably should not be attributed entirely to income differences. They are likely to reflect also differences among households in race, nationality and regional background, education, size, and other characteristics.

In any event households with higher money incomes spent considerably more for food than the lower income households. For example, urban households with family incomes between \$6,000 and \$8,000 averaged \$31 per household or \$9.00 per person for food used at home in the week, with 12 percent spending under \$6.00 per person and 20 percent over \$12.00. Households with incomes between \$2,000 and \$3,000 averaged \$21 per household or \$6.50 per person, with 40 percent spending less than \$6.00 and 7 percent more than \$12.00.

In farm, rural nonfarm, and urban groups the number of calories in food brought into household kitchens varied little with the family income. Amounts of ascorbic acid rose sharply with income. The "income elasticity" of this nutrient is closely associated with the relatively high income elasticity of fresh fruits and fruit juices, rich sources of this vitamin.

In farm diets most nutrients other than ascorbic acid were little affected by income. Vitamin A was the only other nutrient that increased with income. It is likely that in the spring, when gardens are not yet producing much and stocks of canned and frozen foods from the previous year are likely to be

depleted, the farm family must buy much of the fruit and vegetables that furnish these two vitamins. Farm families with higher money incomes bought more of these ascorbic acid- and vitamin A-rich foods.

In both the rural nonfarm and urban groups the diets of higher income families contained larger quantities of nearly all nutrients than did those of the lower income groups. The differences were particularly marked between the low- and the middle-income groups.

ONE-PERSON HOUSEHOLDS

Almost three-fourths of the one-person households lived in cities and half were women 55 years of age or over. Nutrient averages for this group were high--20 percent or more above those of households of two or more persons for many nutrients (probably an indication of considerable waste). Nevertheless, the proportion of one-person households with diets that met the recommended allowances of the National Research Council was no greater than that of the entire group of families; in fact, the proportion that met allowances for protein and iron was lower.

FAT IN DIETS

Because of current interest in the relation of the kind and amount of dietary fat to cardiovascular diseases, the fat in the food brought into household kitchens has been calculated. An average of 155 grams of fat per day was available for consumption. The amount was somewhat higher in farm diets than in nonfarm, 170 grams and 153 grams, respectively. It should be noted however that no deductions have been made in the survey for food discarded. Such discards probably include relatively large amounts of fat, but this survey provided no basis for quantitative estimates.

The share of the calories that came from fat was 44 percent; 13 percent came from protein, and the remaining 43 percent from carbohydrate. Rural-urban differences in these proportions were not large because although rural diets provided more fat, they also provided more protein and carbohydrate.

The proportion of calories from fat in urban diets, 45 percent, was larger than was found in the 1948 survey, 42 percent. The increase was due to the greater consumption of meat, poultry, and fish and the smaller consumption of high-carbohydrate foods such as grain products in the later year. Slightly more than one-fourth of the dietary fat in household food supplies in 1955 came from the meat, poultry, and fish group.

The shift toward a higher proportion of fat in household food supplies is even more marked between 1936 and 1955. In the survey made in the earlier period, only 38 percent of the calories in the food of all households (urban and rural) was provided by fat, compared with 44 percent in the 1955 survey. This trend is substantiated by estimates based on per capita food consumption derived from statistics on production, stocks, and utilization. Whether the shift in the source of our calories--more from fat, less from carbohydrate--is or is not desirable nutritionally is a subject needing more research.

[fol. 80]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 34

[Letterhead of Amalgamated Meat Cutters and Butcher
Workmen of North America, Chicago 14, Illinois]

June 4, 1959

As you know, the existing Collective Bargaining Agreement between you and the AMALGAMATED MEAT CUTTERS' UNION expires on October 3, 1959.

This is to inform you that it is our desire to open negotiations for a new Contract to cover wages, hours and various other conditions of employment.

In the event you have shops located within the jurisdiction of Locals 189, 262, 320, 546, 547, 571 and 638, you may consider this letter as notice of our desire to negotiate a new Contract on behalf of those Unions listed.

We shall be pleased to meet with you at any time mutually convenient for the purpose of negotiating the terms of a new Contract.

We are serving this notice in ample time to begin negotiations any time after July 1, 1959. In this manner we should encounter no retroactive problems.

With very best wishes, I remain

Very truly yours,

/s/ R. EMMETT KELLY

Chairman, Affiliated Local

Unions' Negotiating Committee.

Locals 189, 262, 320, 546, 547, 571 and 638

[fol. 81]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 35

CONTRACT DEMANDS SUBMITTED TO EMPLOYERS JULY 9, 1959 BY AMALGAMATED MEAT CUTTERS-LOCALS NO. 189, 262, 320, 546, 547, 571 AND 638.

1. A two year agreement.
2. Whenever an employee who has been employed six (6) months or longer leaves his present employment for any reason, he shall be entitled to pro-rated vacation based on his months of service.
3. In place of Victory Day Holiday as shown in contract, all employees shall have as an additional holiday, either his birthday or his anniversary date.
4. Establish an overall, company seniority clause.
5. Regardless of any pending litigation, the terms of the new two year agreement to remain the same until its expiration date.
6. Establish Pension Plan.
7. Establish Health & Welfare Plan.
8. Vacations: Four (4) weeks after 15 years' service.
9. Eliminate Section 9 of Article 7 from Self-Service agreement.
10. Add "pricing on the premises" in Self-Service contract, Article 2, Section 2.
11. Add "Jury Duty Clause" covering pay for time lost.
12. In Local 189, establish 40 hour work week in Groups 3A and 4 and time and one-half after 6:00 P. M.
13. Employer will compensate employee up to three full days for immediate family funeral leave.

14. Establish clause covering "full pay for injuries on the job until compensation takes over" and delete Section 3, Article VI in existing contract.
15. Equalize Self-Service and Service wage rates.
16. Increase all Journeymen and Head Meat Cutters in self-service markets.

1st year \$7.50 per week

2nd year 6.00 " "

Increase all Apprentices

1st year 0 to 6 Months \$75.00

6 to 12 " 79.00

12 to 18 " 84.00

18 to 24 " 89.00

24 to 36 " 94.00

2nd year 0 to 6 Months \$75.00

6 to 12 " 81.00

12 to 18 " 87.00

18 to 24 " 92.00

24 to 36 " 97.00

Corresponding increases for extra work, or work on the sixth day.

17. The Affiliated Local Unions reserve the right to amend these demands at any time during the negotiations.

[Handwritten notation—Contract clause covering apprentice training.]

[fol. 82]

PART II

AMENDMENTS TO

CONTRACT DEMANDS SUBMITTED TO EMPLOYERS JULY 9, 1959 BY AMALGAMATED MEAT CUTTERS LOCALS NO. 189, 262, 320, 546, 547, 571 AND 638.

AMEND ITEM NO. 6 to show a demand of \$10.00 monthly payment for any employee working five (5) days or more in any month.

AMEND ITEM NO. 7 to show a \$14.00 monthly payment to be provided by the employer for any employee working five (5) days or more in any one month.

ADD THE FOLLOWING:

All apprentices who attend the full meat training course being conducted in the Washburne Trade School and who receive a Certificate of Completion shall be classified as journeymen at the end of $2\frac{1}{2}$ years of apprenticeship and shall be entitled to the journeyman rate of pay.

School classes are held 48 weeks per year. The above described students must attend a total of 35 weeks, one day each week and 8 hours per day.

7/21/59

[fol. 83]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 36

DOCKETED

12 RESTRICTIONS IN THE CONTRACTS
AND PRACTICES OF CHICAGO
MEAT CUTTER LOCALS

- I. Restrictions on the hours when a market may be open.
- II. Restrictions affecting productivity and hence tending to increase payroll costs.
 - A. Restrictions prohibiting the use of a fully automatic wrapping and packaging machine.
 - B. Restrictions which cause inflexibility in the use of the work force.
 1. The fixed workday of 9:00 A.M to 6:00 P.M.
 2. The penalty overtime premium for work before 9:00 A.M. and after 6:00 P.M.

3. The requirement that inventory be taken during market operating hours.

C. Restrictions on the character of the work force.

1. The prohibition against the use of females in market work—whether as meat clerks, wrappers or limited to delicatessen operations—through the omission from the contract of a wage scale for female clerks comparable to wage scales for females for comparable work.
2. Prohibitions against the use of part-time apprentices.
3. Prohibitions against the use of clean-up boys at less than apprentice wage rates.
4. Too small a ratio of apprentices to journeymen.

D. Restrictions requiring all processing to be performed on the premises.

1. The contract requirement that all retail cuts of fresh meats be cut, prepared, fabricated and packaged on the premises.
2. The contract requirement that frozen fresh meats be processed, that is, be prepared and frozen on the premises.
3. The requirement existing in *practice*, but not by contract, that all meat products be priced on the premises.

Exception: Delicatessen meat products sold by service market operators, being exempt from the Union's jurisdiction, may be prepriced off the premises.

[fol. 84]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 37

CONTRACT DEMANDS SUBMITTED TO EMPLOYERS JULY 27, 1961 BY AMALGAMATED MEAT CUTTERS LOCALS NO. 189, 262, 320, 546, 547, 571 AND 638.

1. A two year agreement.
2. Establish a Health and Welfare program with full contribution to be made by the employer.

3. *Wages:*

Increase Journeymen Meat Cutters by:

\$6.00 per week for first year

6.00 per week for second year.

Increase all Head Meat Cutters on the following graduated schedule based on a 40 hour-work week.

\$ 0,000 to \$ 4,000	Gross Volume	\$ 136.50
4,000 to 4,250	"	137.00
4,250 to 4,500	"	137.50
4,500 to 4,750	"	138.00
4,750 to 5,000	"	138.50
5,000 to 5,250	"	139.00
5,250 to 5,500	"	139.50
5,500 to 5,750	"	140.00
5,750 to 6,000	"	140.50
6,000 to 6,250	"	141.00
6,250 to 6,500	"	141.50
6,500 to 6,750	"	142.00
6,750 to 7,000	"	142.50
7,000 to 7,250	"	143.00
7,250 to 7,500	"	143.50
7,500 to 7,750	"	144.00
7,750 to 8,000	"	144.50
8,000 to 8,250	"	145.00
8,250 to 8,500	"	145.50
8,500 to 8,750	"	146.00
8,750 to 9,000	"	146.50
9,000 to 9,250	"	147.00
9,250 to 9,500	"	147.50

9,500 to	9,750	Gross Volume -	148.00
9,750 to	10,000	" "	148.50
10,000 to	10,250	" "	149.00
10,250 to	10,500	" "	149.50
10,500 to	10,750	" "	150.00
10,750 to	11,000	" "	150.50
11,000 to	11,250	" "	151.00
11,250 to	11,500	" "	151.50
11,500 to	11,750	" "	152.00
11,750 to	12,000	" "	152.50
12,000 to	12,250	" "	158.00
12,250 to	12,500	" "	158.50
12,500 to	12,750	" "	159.00
12,750 to	13,000	" "	159.50
13,000 to	13,250	" "	160.00
13,250 to	13,500	" "	160.50
13,500 to	13,750	" "	161.00
13,750 to	14,000	" "	161.50
14,000 to	14,250	" "	162.00

[fol. 85]

3. Wages: (continued)

Head Meat Cutters Wages - continued.

\$ 14,250 to	\$ 14,500	Gross Volume -	\$ 162.50
14,500 to	14,750	" "	163.00
14,750 to	15,000	" "	163.50
15,000 to	15,250	" "	169.00
15,250 to	15,500	" "	169.50
15,500 to	15,750	" "	170.00
15,750 to	16,000	" "	170.50
16,000 to	16,250	" "	171.00
16,250 to	16,500	" "	171.50
16,500 to	16,750	" "	172.00
16,750 to	17,000	" "	172.50
17,000 to	17,250	" "	173.00
17,250 to	17,500	" "	173.50
17,500 to	17,750	" "	174.00
17,750 to	18,000	" "	174.50
18,000 to	18,250	" "	175.00
18,250 to	18,500	" "	175.50
18,500 to	18,750	" "	176.00

18,750 to	19,000	Gross Volume -	176.50
19,000 to	19,250	" " -	177.00
19,250 to	19,500	" " -	177.50
19,500 to	19,750	" " -	178.00
19,750 to	20,000	" " -	178.50
20,000 to	25,000	" " -	184.00
25,000 to	30,000	" " -	189.50
30,000 to	35,000	" " -	198.50

Head Meat Cutter volume wage rates shall be based on average weekly gross sales of meat department merchandise, using 13 week periods for determination and readjustment. These periods will begin and end as provided below, except the first readjustment of wages shall be established for the gross sales period beginning, 196.....

Thereafter the established periods shall be:

.....19.....	through.....	19.....
.....19.....	through.....	19.....
.....19.....	through.....	19.....
.....19.....	through.....	19.....

For the second contract year all Head Meat Cutter basic rates will begin at \$142.50 and follow the same proportionate increased schedule as shown above.

Apprentices:

	1st year	2nd year
0 to 6 Months -	\$ 75.00	\$ 75.00
6 to 12 " -	82.00	83.00
12 to 18 " -	89.00	91.00
18 to 24 " -	94.00	97.00
24 to 36 " -	100.00	104.00

[fol. 86]

3. Wages: (continued)

Apprentices: (continued)

All apprentices who attend the full meat training course being conducted in the Wash-

burne Trade School and who receive a Certificate of Completion shall be classified as journeymen at the end of 2-1/2 years of apprenticeship and shall be entitled to the journeyman rate of pay.

School classes are held 48 weeks per year. The above described students must attend a total of 35 weeks, one day each week and 8 hours per day.

Wages: (continued).

Time and one-half shall be paid for all work over eight hours in any one day and forty hours in any week.

During a holiday week, the fifth day shall be paid at the rate of time and one-half.

A premium rate of 37-1/2 cents per hour shall be paid for all extra work during the first contract year and fifty cents per hour during the second contract year.

4. Establish a pension plan with the full contribution to be made by the employer.
5. Wherever a Profit-Sharing or Thrift Plan exists, all members of the union employed by said company to be permitted to participate in such plan.
6. In Local 189 change the hourly structure to five 8 hour days and a 40 hour work week in Groups 3, 3A and 4. Starting time to be no earlier than 9:00 A.M.
7. *Vacations:*
 - a) Establish a new vacation policy of three weeks after eight years of service and four weeks after twelve years of service.
 - b) Whenever an employee who has been employed six months or longer leaves his present employment for any reason, he shall be entitled to prorated vacation based on his months of service.

c) Vacation pay shall be based on the rate being paid at the time the vacation is taken.

d) Vacation schedules must be posted in the market thirty days prior to the time the vacation is due.

8. Add "Pricing on the Premises" clause.
9. Eliminate the "No Strike-No Lockout" clause pending the outcome of the Rockford, Illinois arbitration decision.
10. Holidays: Eliminate the clause having to do with Victory Day and insert in its place an additional holiday to be known as Veterans' Day.
11. Establish a "Hiring Hall" clause.
12. Establish an over-all company seniority clause.
[fol. 87]
13. Members of the Meat Cutters Union shall not be required as a condition of their employment to either load or unload merchandise.
14. Reword the "Union Security" clause to comply with N. L. R. B. rulings.
15. Extra help shall be paid the day they work, or in the event they work more than one day, they shall be paid the last day of the week in which they work.
16. In Article 5 of the existing agreement, add after Item 7 the following:

It is understood by and between the parties to this agreement that where the store remains open on Sunday, Items numbered 3, 4, 6 and 7 will not be sold on Sunday.

17. In Article 4, Section 8, increase the rest periods to fifteen minutes twice daily.
18. Eliminate the system of staggered starting hours and return to a 9:00 A.M. starting time.
19. Establish a maximum "Work Standards" clause.
20. Eliminate the "Favored Nations" clause.
21. Eliminate free "clean-up" time in service markets.

22. Add to Article 3, Section 4 the following:

Provided that time and one-half is paid for all work performed after 6:00 P.M.

23. The Affiliated Local Unions reserve the right to amend these demands at any time during the negotiations.

Affiliated Local Unions' Negotiating Committee.
Locals 189, 262, 320, 546, 547, 571 and 638.

[fol. 88]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 38

Chicago MC
9/11/61

1961-196
AMALGAMATED MEAT CUTTERS
& BUTCHER WORKMEN
OF NORTH AMERICA, AFL-CIO

LOCAL 546 Are: Chicago, Ill.

This Agreement entered into this day of, 1961, between the Amalgamated Meat Cutters and Butcher Workmen of North America, Local 546 (AFL-CIO), hereinafter sometimes referred to as the "Union" and, hereinafter called the "Employer."

ARTICLE I

GENERAL

Section 1.1 *Entire Agreement*

This agreement and the supplement or appendix attached hereto, if any, constitute the sole and entire existing agreement between the parties and supersede all prior agreements, commitments and practices, whether oral or written, between the Employer and the Union or the Employer and any of the covered employees, and express all obligations of, and restrictions imposed on, the Employer and the Union.

Section 1.2 *Effective Date*

Unless the context of a provision indicates otherwise, all provisions of the contract become effective upon the date of execution of the contract.

Section 1.3 *Notices*

All notices required under this contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union at 130 North Wells Street, Chicago, Illinois, or to the Employer at the address designated below, or to an employee at his home or residence address, or to any subsequent address which the Union, the employee or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post-office of the United States Post Office Department.

Section 1.4 *Separability*

Nothing contained in this agreement is intended to violate any Federal or State law, rule or regulation made pursuant thereto. If any part of this agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be null and void, but the remainder of the contract shall continue in full force and the parties shall immediately begin negotiations to replace the void part with a valid provision; provided, further, that in the event the parties cannot agree upon a substitute provision all other provisions of the contract shall remain in full force and effect for the term hereof.

[fol. 89] Section 1.5 *Marginal Headings*

The captions of the several articles and sections of the contract are for convenience only and in no way limit, enlarge, define or otherwise-affect the scope or content of the contract or any provision thereof.

Section 1.6 *Amendments*

This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Employer and the Union. The waiver of

any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 1.7 *Definitions and Job Classifications*

- a) *Employer*—The term "Employer" means one who employs another, that is, one who uses the services of another. The term includes any person who has a substantial proprietary interest in the business.
- b) *Employee*—The term "employee" means any person covered by this contract who works for wages or salary in the service of an employer. Any employee who becomes an employer shall be entitled to withdraw from the Union.
- c) *Full-time employee*—A full-time employee is an employee who is employed to work 40 hours a week on a regular basis.
- d) *Meat Clerks*—Male or female employees may be employed in service and self-service markets and departments to board, boat, tray, wrap, scale, price, label, display, stock meats, serve customers and slice delicatessen meats for such markets or departments, and to clean anything they work with.
- e) *Apprentices*—An apprentice is an employee who is in training to become a Journeyman butcher. An apprentice must be at least sixteen years of age. The Employer may employ one apprentice for each two journeymen employed by the Employer within the jurisdiction of the Local. A report covering the number of apprentices employed in relationship to the number of journeymen employed shall be furnished quarterly to the Union.
- f) *Journeyman*—After serving three years of apprenticeship (two and one-half ($2\frac{1}{2}$) years if the apprentice furnishes the Employer with a Certificate issued by the Washburne Trade School that he has satisfactorily completed the full meat training course of said school), an employee, provided he can satisfactorily perform all the functions of a Journeyman, shall be classified as a Journeyman Meat Cutter and shall be paid the Journeyman rate of pay.

- g) *Head Meat Cutter*—The term "Head Meat Cutter" means that Journeyman meat cutter, if any, who has been assigned the responsibility for the management and operation of the market, or the meat department, including the direction of the work of other meat cutters.

[fol. 90] Section 1.8 *Successors and Assigns*

This agreement shall be binding upon the Union and the Employer and their successors and assigns.

Section 1.9 *Waiver*

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

[fol. 91]

ARTICLE II

RECOGNITION AND JURISDICTION

Section 2.1 *Recognition*

The Employer recognizes the Union as the sole and exclusive bargaining agency for all head meat cutters, Journeymen, apprentices and meat clerks employed by the Employer in its retail meat markets and meat departments *:

* Use whichever of the following descriptions is applicable:

- (1) within the following described area within the City of Chicago, Illinois

—area description—

(applicable only to Locals located within Chicago)

- (2) within the following described area within the City of Chicago, Illinois

—area description—

and also in each city in the State of Illinois designated by an asterisk (*) in the following list:

—list cities—

(applicable to any Local which has jurisdiction partly within and partly without the City of Chicago)

- (3) in each city in the State of Illinois designated by an asterisk (*) in the following list:

—list cities—

(applicable to any Local whose jurisdiction is entirely outside of Chicago)

Section 2.2 *Warranty of Majority Representation*

The Union warrants that it represents a majority of the employees covered by this collective bargaining agreement.

[fol. 92] Section 2.3a *Jurisdiction*

The Employer agrees that the employees covered by this contract shall perform all processing into retail cuts (i.e., cutting, trimming and fabricating), weighing, pricing, labeling, wrapping, packaging and other preparing for retail sale of all fresh beef, veal, pork, lamb, mutton, fish and rabbits, and such processing of such other meats and meat products as the Employer may assign to the meat market or department for handling. All processing assigned to the employees covered by this contract pursuant to this Section 2.3 shall be performed on the Employer's premises or im-

mediately adjacent thereto. As used herein the term "fresh" does not include any frozen, smoked, cured, cooked or otherwise processed meat or meat product. . .

[fol. 93]

ARTICLE III

UNION-MANAGEMENT RELATIONS

Section 3.1 *Union Security*

It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement (the term "effective date" being defined in Article I, Section 1.2) shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the 31st day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the 31st day following the beginning of such employment become and remain members in good standing in the Union.

Section 3.2 *Union*

The Union agrees that its members shall perform all work assigned to them by the Employer, that they shall uphold reasonable rules promulgated by the Employer covering the attendance, health, safety and sanitation of employees, the maintenance and operation of the premises and equipment and work practices, and that they shall work for the best interests of the Employer in every way just and lawful.

Section 3.3 *Union Business Representatives*

Union Business Representatives shall be admitted to the Employer's market premises during market operating hours for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business,

Business Representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his Employer to receive wages below the wage scale fixed herein.

Section 3.4 *Display of Contract and Union Shop Cards*

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to display Union shop cards in all establishments covered by this contract. These cards shall remain the property of the Union; and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

[fol. 94] Section 3.5 *Discipline*

During an employee's probationary period, that is, during his first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary period, such employee shall not be suspended, discharged or otherwise disciplined without just cause, just cause to include but not be limited to the following: poor performance on the job (whether due to inefficiency, loafing, carelessness or incompetency); deliberate and willful refusal to carry out a proper order promptly; dishonesty or other misconduct in connection with work, such as short-weights, falsification of a record such as a time or employment record, sabotage, vandalism, stealing, etc.; serious or persistent infraction of reasonable rules promulgated by management relating to the health, safety, and sanitation of employees or the maintenance and operation of the premises and equipment, such as using or being under the influence of alcoholic liquors or narcotics while on duty, etc.; incivility to customers; engaging in a strike, work stoppage, slowdown, or picketing in violation of this contract; provided, however, that in the event of a dispute as to whether a suspension, discharge, or other disciplinary penalty was

for just cause the matter shall be adjusted in accordance with the grievance and arbitration provisions of this contract.

Section 3.6 *Management*

Except as specifically abridged or limited by the express provisions of this agreement or any supplementary agreement that may hereafter be made, the Employer retains all the rights, powers and authority exercised or had by it prior to the time the Employer entered into its ~~first~~ collective bargaining agreement with this Union.

Section 3.7 *Concessions to Other Employers*

The Union agrees that during the term of this Agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate meat markets or meat departments for lesser wages (or longer hours) or any other condition of employment or market operation more favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other employer.

[fol. 95]

ARTICLE IV

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 4.1 *Workday and Workweek*

Eight (8) hours exclusive of meal periods shall constitute the basic workday.

The basic workweek for full-time employees shall consist of five basic workdays (40 hours).

Section 4.2 *Meal and Rest Periods*

Each employee shall be allowed one hour for lunch and one ten-minute rest period for each four hours worked each day. Each employee who is scheduled to work after 6:00 P.M. shall also be allowed one-half hour off for supper, pro-

vided, however, that any employee who did not receive a lunch hour because of a late starting shall be given one hour off for supper.

No lunch period shall begin earlier than 11:00 A.M. nor end later than 2:00 P.M. and no supper period shall begin earlier than 5:00 P.M. nor end later than 8:00 P.M. Each rest period shall be taken as near the middle of the employee's half workday as practical.

Section 4.3 *Work Hours; No Split Shifts*

The hours and days to be worked by each employee shall be determined by the Employer except that no employee shall work a "split" shift, that is, any workday the continuity of which is broken by a period longer than a meal period. Each employee shall report dressed and ready for work at his scheduled starting time.

Section 4.4 *Sixth Day Call-In Guarantee*

An employee who works 40 hours in five (5) days shall be guaranteed four hours work or pay in lieu thereof when called to work on the sixth day of a week.

Section 4.5 *Uniforms, Laundry, Tools and Equipment*

Required uniforms and the laundry thereof (except dacron uniforms), tools and sharpening of tools shall be furnished free of charge by the Employer. Dacron uniforms, when furnished by the Employer, shall be laundered by the employee.

The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

[fol. 96] Section 4.6 *Overtime and Other Premium Pay*

All employees may be required to work overtime.

Time and one-half the employee's regular hourly rate of pay shall be paid for all work:

- a) In excess of 8 hours in any one day.
- b) Effective September 3, 1963 after 44 hours in any week.
- c) On Sundays, and
- d) On Holidays.

Premium pay in the amount of twenty-five (25¢) per hour shall be paid in addition to the regular hourly rate for all work on the fifth day of a holiday workweek and on the sixth day of a regular workweek, except that this premium shall not be applicable to any work for which the employee is entitled to receive time and one-half.

Section 4.7 *Calculation of Overtime*

In no case will there be a duplication or pyramiding of daily, weekly or other premium compensation. Thus, any hours paid for at time and one-half on a daily basis for Sunday or holiday work shall be excluded in calculating weekly overtime. Also, only hours actually worked shall be considered in computing overtime pay and hours not worked but paid for under Section 6.1 (Holidays) shall not be considered.

[fol. 97]

ARTICLE V

WAGES

Section 5.1 *Wage Rates*

During the term of this agreement, the Employer agrees to pay not less than the minimum wage rates set out in Appendix A attached hereto.

Section 5.2 *Head Meat Cutter Relief*

Whenever a Journeyman Meat Cutter relieves the Head Meat Cutter and assumes his full responsibilities for a full calendar week he shall be paid not less than the minimum contract rate of pay for Head Meat Cutters.

ARTICLE VI HOLIDAYS, VACATIONS & OTHER COMPENSABLE ABSENCES

Section 6.1 HOLIDAYS

a) *National Holidays Not Worked*

All full-time employees who qualify shall receive eight (8) hours pay at straight-time as "holiday pay" for work not performed on the following holidays or the days observed in lieu thereof:

New Year's Day	Labor Day
Decoration (Memorial) Day	Thanksgiving
Independence Day	Christmas

b) *Holiday Pay Qualifications*

To qualify for holiday pay under the preceding provisions of this section, a full-time employee must work both the scheduled workdays before and after the holiday unless unable to do so due to proven illness, injury, or other excused reason, provided that in the latter event he works at least one day during the holiday week except when the absence is due to his vacation, in which event Section 6.2 (Vacations) will apply.

c) *Holidays Worked*

Any employee who actually works on the holiday shall receive, in addition to any pay to which he may be entitled under the preceding provision of this section, pay for all hours actually worked on the holiday in accordance with the other provisions of this contract.

Section 6.2 VACATIONS

Each full-time employee covered by this contract who qualifies shall be entitled to a vacation with pay for each year of full-time employment in accordance with the following schedule:

Number of Successive Years of Full-time Employment	Number of Weeks of Vacation-With Pay
1 year	1
2 thru 9 years, inclusive	2
10 or more years	3

As used herein the term "year of employment" means the period beginning on the date of most recent employment (or, after the first year, on the anniversary date of such employment) and ending on the day prior to said date twelve months later. The term "successive" means employment uninterrupted by separation from service.

Whenever a holiday listed in Section 6.1 falls within an employee's vacation period the employee shall receive an extra day's pay or a subsequent day off at the Employer's option.

All vacations shall be for calendar weeks, shall be taken consecutively unless otherwise agreed upon between the Employer and the employee and shall be subject to necessary scheduling by the Employer. Vacations of less than three weeks duration may not be split except in unusual cases and then only where the individual's application is approved by the Employer.

Vacations cannot be accumulated from one year of employment to another.

[fol. 100]

Section 6.3 ABSENCES DUE TO INJURIES

Any regular full-time employee unable to work because of an accidental injury arising out of and in the course of his employment shall be entitled to receive 80% of 8 hours straight-time pay for each scheduled workday lost because of such injury in the first seven calendar days following the date of the accident, but not in excess of 80% of 40 hours straight-time pay; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights ac-

crued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois. The Employer agrees to attach to the employee's withholding tax statement Form W-2 a statement to support the exclusion of such pay from gross income under Sec. 105(d) of the Internal Revenue Code of 1954 and the regulations (Rev. Proc. 57-1, I.R.B. 1957-2) issued thereunder.

Section 6.4 FUNERAL LEAVE

The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight-time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

Section 6.5 JURY PAY

When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the days in which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Article to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Article shall apply only when an employee is sum-

moned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

[fol. 101]

ARTICLE VII

NO STRIKE; NO LOCKOUT

Section 7.1 No STRIKE; No LOCKOUT

The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both, therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership; nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this section and no employee shall participate in any such prohibited activities.

[fol. 102]

ARTICLE VIII

GRIEVANCES AND ARBITRATION

Section 8.1 GRIEVANCES

- (1) *Grievance Defined:* A grievance is hereby defined as any dispute involving the interpretation or application of the provisions of the contract.
- (2) *Procedure:* A grievance may be initiated by any individual employee, by the Union or by the Employer.

- a) *Step One:* If initiated by or on behalf of an individual employee it shall be presented by the employee to the employee's immediate supervisor.
- b) *Step Two:* If not settled at the first level of supervision, the grievance shall be presented in writing to the next higher level of supervision by the employee and/or the union business agent.
- c) *Step Three:* If not settled at Step Two the grievance shall be presented in writing to such other representative as the Employer may designate.

Either the Union or the Employer may initiate a grievance by presenting it to the other party in writing.

- (3) *Time Limits on Grievances:* Any grievance involving a claim of improper discharge or other discipline shall be presented within fourteen (14) calendar days after such disciplinary action. Any grievance of any other nature must be made within thirty (30) calendar days from the date the grievance is alleged to have occurred.

Any grievance which is not expressly adjusted or dropped within twenty-one (21) calendar days of its initiation or presentment at any step or level in the grievance procedure shall be deemed to be abandoned unless the party submitting it shall appeal to the next higher step or level in the grievance procedure within said period of time; provided, however, that the parties may by mutual written consent extend said time limit.

[fol. 103]

Section 8.2 ARBITRATION

- (1) No grievance involving a management right not abridged by a specific provision of this contract shall be arbitrable, but any grievance consisting of a dispute concerning the interpretation or application of this agreement except Article VII hereof which is submitted and carried forward in accordance with the grievance procedure provided in Section 8.1 and which was not satisfactorily adjusted in said procedure may be taken to arbitration by the Employer or the Union as hereby provided.

- (2) Either party may, within twenty-one (21) calendar days after failure to adjust the grievance in accordance with the grievance procedure serve upon the other party in the manner and the place provided in Section 1.3 a written demand for arbitration stating the issue to be arbitrated. The parties shall endeavor to select an impartial arbitrator within fifteen (15) calendar days after service of the demand for arbitration. However, if the parties fail to agree within this period upon an arbitrator who is willing and able to serve, either party may, within seven (7) calendar days thereafter, request either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of not less than five disinterested persons who are qualified and willing to act as impartial arbitrators. Upon receipt of this list, an authorized representative of the Union and of the Employer shall flip a coin to determine who shall have first choice to strike a name. The party winning the toss shall then strike a name from the panel, and then the parties shall alternately strike one name each until four names have been eliminated. The person whose name remains shall be the selected arbitrator.
- (3) The arbitrator shall commence hearings as quickly as possible after his selection and shall render his award in writing as quickly as reasonably possible after the hearing. The award of the arbitrator shall be rendered in writing together with his written findings and conclusions and shall be final and binding upon the parties to this agreement and upon the complaining employee or employees, if any.
- (4) For the purpose of entertaining a written request from either of the parties for rehearing to correct any material error of omission or commission, ambiguity, or question of application allegedly evident in the opinion or award the arbitrator shall, for a period of seven (7) calendar days next following the date of his award, retain jurisdiction of the matter submitted to arbitration by the parties hereto, and until the expiration of the period of time stated in this provision for rehear-

ing the award shall not be deemed to have been issued. If, however, no request for rehearing is duly filed within this seven day period, this award shall be deemed to be issued effective as of its date. A written request for rehearing shall detail the specific grounds relied upon for alleging a material error, or ambiguity, and a copy thereof shall be mailed by certified mail to the other party or parties. If the written request is postmarked no later than the 7th day next following the date of this award, it shall extend the jurisdiction of the arbitrator for a period of seven days next following the date of the written request.

[fol. 104]

Within those seven days the arbitrator, having reexamined the matter, shall in writing either reject the request for a rehearing or set a date for the requested rehearing. If the request for rehearing be denied, this award shall thereupon be deemed to be issued effective that date and the jurisdiction of the Arbitrator shall accordingly cease. If the request for rehearing be granted, the jurisdiction of the arbitrator shall continue until issuance of a final amended award incorporating or rejecting the substance of the allegations contained in the request.

- (5) The arbitrator shall have no power to determine arbitrability nor to add to, subtract from, modify, or amend any provision of this agreement, nor to substitute his discretion for the discretion of the Union or the Employer, change existing wage rates, or arbitrate proposals for the amendment or renewal of this agreement. No award shall be effective retroactively for more than thirty (30) days prior to the date at which the grievance was first presented pursuant to the grievance procedure provided in Section 8.1.
- (6) The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript shall be borne equally by the parties. All other cost and expense shall be borne by the party incurring them.

- (7) Any grievance that is not presented or processed within the time limits provided in this section shall be deemed abandoned unless such time limit or limits are extended or waived by mutual written consent of the parties.

[fol. 105]

ARTICLE IX—TERM

Section 9.1 INITIAL TERM

This Agreement shall become effective at 12:01 A.M., October 8, 1961 and shall expire at 12:00 midnight, October , 196 .

Section 9.2 RENEWAL TERM

If either party wishes to modify or terminate this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

Section 9.3 POST-EXPIRATION NEGOTIATIONS

In the event either party notifies the other party of its desire to modify this agreement as provided in Section 9.1 and in the further event the parties have not reached agreement upon the terms of a new contract by the date of expiration of this contract, this contract shall continue in full force and effect after the date of expiration until either party terminates said contract as of 12:00 midnight on any Saturday by giving the other party not less than seven (7) days written notice of such termination.

EXECUTED this day of....., 19.....

UNION:

LOCAL 546, AMALGAMATED MEAT
CUTTERS AND BUTCHER WORK-
MEN OF NORTH AMERICA, AFL-
CIOBy
PresidentBy
Secretary-Treasurer

EMPLOYER:

By

Employer's Address:

[fol. 106]

APPENDIX A to 1961 - 196 CONTRACT
BetweenLOCAL 546, Amalgamated Meat Cutters and
Butcher Workmen of North America
and.....
Employer

Section A.1 WAGE RATES

Head Meat Cutter

Journeyman

Apprentices:

0 to 6 months

6 to 12 "

12 to 18 "

18 to 24 "

24 to 36 "

Meat Clerks:

0 to 6 months

6 to 12 "

12 to 18 "

18 to 24 "

After 24 "

[fol. 107]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 39

DOCKETED
MEMORANDUM OF SETTLEMENT AGREEMENT
REACHED NOVEMBER 16, 1961

BETWEEN

THE UNION'S NEGOTIATION COMMITTEE
REPRESENTING MEAT CUTTER LOCALS
189, 262, 320, 571, 546, 547 and 638

AND

THE EMPLOYERS OF THE UNION MEMBERS
OF SAID LOCALS

The parties, except Jewel Tea Co., Inc., agree to continue the substantive provisions of the existing service and self-service contracts of all Locals except 189, except as noted, the exact language to be worked out at a contract drafting language session, with the following changes:

1. The term shall be three years commencing October 8, 1961 and ending October 3, 1964.
2. The definition of "Journeyman" shall be reworded to read as follows:

Journeyman: After serving three years of apprenticeship (two and one-half (2½) years if the apprentice furnishes the Employer with a Certificate issued by the Washburne Trade School that he has satisfactorily completed the full meat training course of said school), an employee, provided he can satisfactorily perform all the functions of a Journeyman, shall be classified as a Journeyman Meat Cutter and shall be paid the Journeyman rate of pay. (Union Demand 3d)

3. Insert the following section in Article I—General:

Section Effective Date

Unless the context of a provision indicates otherwise, all provisions of the contract become effective upon the date of execution of the contract.

4. Revise the Union Security clause to conform with NLRB rulings, the language to read substantially as follows:

It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement (the term "effective date" being defined in Article I, Section) shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the 31st day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the 31st day following the beginning of such employment become and remain members in good standing in the Union. (Union Demand #14)

5. Make the following changes recommended by counsel for the Union:

a) Recommendation #2—Eliminate Section 1 of Article VII.

b) Recommendation #3—Eliminate Section 3 of Article VII.

c) Recommendation #4—Change the last sentence of Section 4 of Article VII to read as follows:

[fol. 108] "Business representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his Employer to receive wages below the wage scale fixed herein."

d) Recommendation #5—Eliminate the last sentence of Section 5 of Article VII.

- e) Recommendation #6—Revise the Arbitration Article to provide that the arbitrator's decision shall be binding upon the grievant *employee*; as well as the Union and the Employer.
6. Revise the Vacation provision to reflect the following changes:
 - a) Effective January 1, 1962—four (4) weeks vacation after 20 years of continuous full-time service.
 - b) Vacation pay shall be calculated on the rate being paid at the time the vacation is taken. (Union Demand 7c)
 - c) The vacation schedule shall be posted in each market. When a change in vacation becomes necessary the Employer and the employee involved shall be given reasonable advance notice of such change. (Union Demand 7d)
 7. A mutually acceptable seniority provision is to be worked out and made applicable to the contract effective beginning with the second year of the contract.
 8. Clarification of the Employer's right to sell poultry on Sundays and holidays, with both contract language and method of sale to be agreed upon.
 9. Union agrees to set up a committee to study the Employer's request for the right to operate Service Delicatessen Departments in Self-Service Markets after 6:00 P.M. and on Sundays with the view of making such provision operable by July 1, 1962.
 10. Ratio of Apprentices to Journeymen to be changed from 2-to-5 to 3-to-7.
 11. *Health and Welfare Option*
 Effective October 1, 1962 the Employer shall pay into a jointly-administered health and welfare trust fund, the sum of Twenty-One Dollars (\$21.00) per month for each full-time employee covered by this contract.
 If a majority of the Employer's full-time employees shall elect to remain in the Employer's plan in effect

on October 7, 1961 on a cost-free basis except as to [fol. 109] optional coverages, the Employer may continue to operate such plan on such cost-free basis, and in such event the Employer shall not be required to contribute to the jointly-administered health and welfare trust fund.

12. Increase weekly contract wage rates as follows:

	1st Year	2nd Year	3rd Year
Head Meat Cutters ..	\$5.00	—	\$5.00
Journeymen	5.00	—	5.00
Apprentices:			
0 - 6 months	—	—	—
6 - 12 "	1.00	—	1.00
12 - 18 "	2.00	—	2.00
18 - 24 "	3.00	—	3.00
24 - 36 "	4.00	—	4.00

Extra Help—To be increased pro-rata.

13. With respect to Local 189 the negotiating committees agreed:

- a) To work out a schedule for reducing the workweek in Groups 3 and 4 cities from 42½ hours to 40 hours and in Decatur (Group 3A) from 45½ to 43 hours over the last two years of the contract term.
- b) To continue negotiating on November 21, 1961 in an effort to reach agreement on all contract changes.

[fol. 110] 14. Jewel Tea Co., Inc. joins in the agreement reached between the negotiating committees for the affiliated local unions and the industry as set out in Items 1 to 13, inclusive, of this memorandum of agreement except as follows:

- a) Jewel objects to the continuance in all contracts of all provisions prescribing and restricting the hours during which meats and meat products may be sold as constituting an illegal restraint of trade.
- b) Jewel offers to enter into contracts with all Locals, including Groups 1 and 1A of Local 189, providing

for unlimited hours of market operation on the terms and conditions contained in either Jewel Offer No. 1 or Jewel Offer No. 2 set forth in a letter dated November 13, 1961 and delivered to the respective local unions on November 16, 1961, except as modified under 14 c) hereof with respect to Health and Welfare benefits.

- c) Jewel offers in lieu of the Health and Welfare Option agreed upon between the Union Locals and the industry the following option, and its letter of November 13, 1961 referred to under 14 b) hereof is hereby modified accordingly.

*Health and Welfare Option Offered by
Jewel Tea Co., Inc. 11/16/61*

Effective October 1, 1962 the Employer agrees to provide each full-time employee covered by this contract who has completed his probationary period with health and welfare benefits in accordance with the provisions of whichever of the following alternative plans is approved by the Employer's full-time employees covered by this contract:

*Jointly Administered Health and
Welfare Trust Fund*

Health and welfare benefits to be provided under a jointly administered health and welfare trust fund to be established by the parties hereto pursuant to a health and welfare trust agreement to be hereafter executed under the terms of which trust agreement the Employer shall pay to the health and welfare trust fund the sum of Twenty-One and no/100ths Dollars (\$21.00) per month for each full-time employee covered by this contract. Said Employer payments shall commence on the effective date of this provision with respect to all full-time employees who have completed their probationary period and on the first of the month following the completion of their probationary period with respect to all other full-time employees, and shall cease upon termination of their employment.

Payment by the Employer into this trust fund shall be in lieu of all Employer established plans or programs, including sickness and accident disability pay, hospital, medical and surgical care, major medical expense and group life and accident insurance, each of which programs shall automatically terminate on the effective date hereof.

o [fol. 111] *Employer's Benefits Plan*

The health and welfare benefits provided in the Employer's health and welfare plan or plans in effect on October 7, 1961, such plan to be administered and financed in accordance with the rules and conditions contained therein.

The Union and the Employer shall make the necessary arrangements to conduct an election by secret ballot as promptly as possible following the ratification of this contract by the Union membership to determine the preference of the majority of the Employer's full-time employees covered by this contract. The decision of such majority shall be binding upon the Employer, the Union and the employees involved for the duration of this contract. In the event the Employer does not have a health and welfare program in effect on October 7, 1961, then the employees of said Employer shall be deemed to have elected to be covered under the Jointly Administered Health and Welfare Trust Fund.

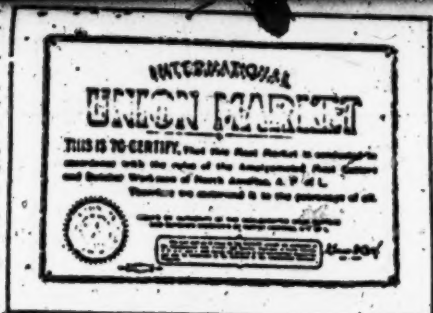
This Memorandum of Agreement executed this day of November, 1961.

Negotiating Committee
Representing Local
Unions 189, 262, 320,
571, 547 and 638

Chairman

Negotiating Committee
Representing Employers

Chairman



Affiliated with
American Federation of
Labor
and
Chicago Federation of
Labor

M. J. KELLY, SEC. TREAS.
166 W. WASHINGTON ST.
ROOM 307
CHICAGO
PHONE 2-1121



MAY 28 1963

ARTICLES OF AGREEMENT governing Meat Cutters in Retail Meat Markets in the City of Chicago, Illinois, and Suburbs, entered into between Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 546, and the Chicago Federation of Labor. ELBERT A. WAGNER, CLERK

Article 1. Nine hours shall constitute the basic working day, hours shall be 8 A. M. to 6 P. M. excepting Saturdays and days preceding holidays beginning at 8 A. M. and quitting at 9 P. M., allowing one hour for dinner and one-half hour for supper. Employees must be dressed and ready for work at 8 A. M.

Article 2. It is expressly understood that no customers will be served who come into the market after 6 P. M. and 9 P. M. on Saturdays and on days preceding holidays, that all customers in the shop at the closing hour be served, that all meats be properly taken care of and markets placed in a sanitary condition, such work not to be construed as overtime. Overtime to be limited to one hour every day and shall be performed behind locked doors at the rate of \$1.50 per hour. Employees are required to notify the Secretary of Local No. 546 of such overtime.

Article 3. There shall be no work on Sundays, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day.

MANAGER'S CLAUSE

Article 4. Managers shall not be required to become members of Local No. 546 or Employees Association. The word manager is to be construed to mean anyone who is authorized to hire and discharge men and has two or more journeymen working under his direction. Managers who are already affiliated with Local No. 546, A. M. C. & B. W. of N. A. will retain their membership in said Local.

Article 5. All journeymen meat cutters shall receive not less than Forty Dollars (\$40.00) per week as a minimum wage. Any man receiving above the minimum shall not be reduced in hours, wages or conditions.

Article 6. Extra men not to receive less than \$7.00 for Fridays, and \$10.00 for Saturdays, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose place they are filling.

APPRENTICE CLAUSE

Article 7. In markets where three or more journeymen meat cutters are employed, one apprentice is permitted and an additional apprentice for each four journeymen meat cutters.

Scale of wages for apprentices shall be as follows:

First Six Months' Period	\$15.00
Second Six Months' Period	17.00
Third Six Months' Period	19.00
Fourth Six Months' Period	21.00
Fifth Six Months' Period	25.00
Sixth Six Months' Period	28.00

and after having served three years of apprenticeship, they shall be classified as journeymen meat cutters, and shall receive the prevailing scale of wages. Apprentices cannot quit any employer before finishing apprenticeship unless employer agrees to such a change.

Article 7, Section 2. Apprentices must be 16 years of age and not over 20 and as such need not be required to pay initiation fee into Local No. 546.

Article 8. When in need of help, employers shall give preference to members in good standing of Local No. 546, A. M. C. & B. W. of N. A. When non-union men are employed they shall file application for membership in Local No. 546 not later than one day after date of employment. No employee to be discharged without good and sufficient cause. Dishonesty, incompetency, incivility, or an over-supply of help will be sufficient cause for dismissal, or help can be dismissed provided preference is given to union help in replacing men.

Article 9. The market card must be displayed in all places where Local No. 546 are employed and agreement signed.

Article 10. This agreement expires October 31, 1921. Any alteration that may be desired by either party to this agreement at the time of its expiration must be made known not later than thirty days prior to its expiration. If neither party serves notice for a change in this agreement at its expiration, it shall automatically extend

[fol. 112]

meats will be properly taken care of and the market placed in a sanitary condition, such work not to be construed as overtime. Overtime may be worked on the second day before Thanksgiving Day, Christmas Day and New Year's Day, when employees may work such overtime as may be required at the rate of Time and One-half per hour. Such work to be performed behind locked doors.

(b) Employees shall not take inventory outside of regular working hours.

APPRENTICE CLAUSE

ARTICLE VIII. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First year	\$22.50
Second year	27.50
Third year	32.50

(b) After completing two (2) years of apprenticeship they shall be classified as improver apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX. (a) When in need of help, employers must give preference to members in good standing of Local 546.

(b) The employer agrees to employ and keep in employment only such persons who are members in good standing of the said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge, at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business representatives have full authority and approval from both parties to this agreement to immediately remove and require the discharge of any men working beneath the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X. It will be the duty of the employer to prominently display Union shop cards in all establishments wherein union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return.

ARTICLE XI. This agreement remains in full force and effect until September 30th, 1942. Any alteration that may be desired by either party to this agreement at the time of expiration must be made in writing not later than thirty (30) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically renew itself to September 30th, 1943.

ARTICLE XII. If through any cause whatever the adoption of this agreement be delayed later than October 31st, 1941, it shall become retroactive to October 1st, 1941.

ARTICLE XIII. This agreement to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV. Laundry, tools and sharpening of tools to be furnished free of cost by employers.

ARTICLE XV. During the months of November, December, January, February and March, on days when the temperature is below freezing, store doors will remain closed and all possible protection given employee's health.

ARTICLE XVI. Employees agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546 and affiliated Locals.

ARTICLE XVII. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the _____ may apply for a withdrawal card, provided the request be accompanied by similar request from the _____. Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII. ARBITRATION CLAUSE. All grievances which cannot be adjusted by Local 546 and employers shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employers and one (1) to be agreed upon by the four already selected. No strike to be called when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) days period from submission.

ARTICLE XIX. Local 546 will furnish men who will work to the best interest of the employers in every way, fast and lawful, who will give honest and diligent service to patron of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX. The self service system of meat merchandizing will be considered a violation of this agreement. The parties hereto certify that they are empowered and duly authorized to sign this agreement.

SIGNED FOR LOCAL 546 and AFFILIATED LOCALS
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, A. F. of L.

President: _____
Sec. Treas.: _____

EMPLOYER:

Address: 630 E. Fullerton

DATED: July 9, 1942

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 40C

& B. W. of N. A. will retain their membership in said Local.

Article 5. All journeymen meat cutters shall receive not less than Forty Dollars (\$40.00) per week as a minimum wage. Any man receiving above the minimum shall not be reduced in hours, wages or conditions.

Article 6. Extra men not to receive less than \$7.00 for Fridays, and \$10.00 for Saturdays, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose place they are filling.

APPRENTICE CLAUSE

Article 7. In markets where three or more journeymen meat cutters are employed, one apprentice is permitted and an additional apprentice for each four journeymen meat cutters.

Scale of wages for apprentices shall be as follows:

First Six Months' Period.....	\$15.00
Second Six Months' Period.....	17.00
Third Six Months' Period.....	19.00
Fourth Six Months' Period.....	21.00
Fifth Six Months' Period.....	25.00
Sixth Six Months' Period.....	28.00

and after having served three years of apprenticeship, they shall be classified as journeymen meat cutters, and shall receive the prevailing scale of wages. Apprentices cannot quit any employer before finishing apprenticeship unless employer agrees to such a change.

Article 7, Section 2. Apprentices must be 16 years of age and not over 20 and as such need not be required to pay initiation fee into Local No. 546.

Article 8. When in need of help, employers shall give preference to members in good standing of Local No. 546, A. M. C. & B. W. of N. A. When non-union men are employed they shall file application for membership in Local No. 546 not later than one day after date of employment. No employee to be discharged without good and sufficient cause. Dishonesty, incompetency, incivility, or an over-supply of help will be sufficient cause for dismissal, or help can be dismissed provided preference is given to union help in replacing men.

Article 9. The market card must be displayed in all places where Local No. 546 are employed and agreement signed.

Article 10. This agreement expires October 31, 1921. Any alteration that may be desired by either party to this agreement at the time of its expiration must be made known not later than thirty days prior to its expiration. In case neither party serves notice for a change in this agreement at its expiration, it shall automatically extend until such notice is given by either party.

Article 11. If through any cause whatever, the adoption of this agreement be delayed later than November 1, 1920, it shall become retroactive to November 1, 1920.

Article 12. This agreement to be posted in place of employment so that every employee shall have equal and easy access to same.

Article 13. Laundry to be furnished free of cost by employer.

Article 14. During the months of November, December, January, February and March, on the days that the temperature is below freezing in the market the doors will remain closed and all possible protection to be given to employees' health.

ARBITRATION CLAUSE

Article 15. All grievances which cannot be settled by Local No. 546 and the employers shall be referred to an arbitration board, consisting of two members to be named by the employees, two by the affected employer, and one to be agreed upon by the four already selected. No strike shall be called when arbitration has been requested by either party. All grievances must be settled within 30 days.

Members of Local 546 agree to further the good-will and best interests of their employers at all times.

Signed for Local 546, A. M. C. & B. W. of N. A.

P C Smith
M J Kelly
W W Miller
G Condon
Employer

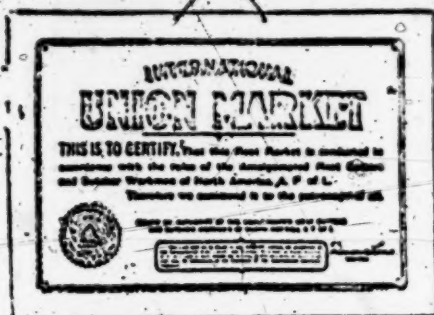
Carl Schmidt President.

M J Kelly Secretary-Treasurer.

[fol. 112]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 40



AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

JAMES F. LAVERTY
Sec. - Treas. Local 546
Int'l. First Vice-Pres.
130 N. WELLS ST.
Room 1613
Franklin, Ill.

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

LOCAL 546 MAY 28 1963

Regular Meetings Every 2nd Tuesday Night at
Musicians' Hall, 175 W. Jackson St.

ELBERT A. WAGNER, JR.
CLERK

1937-1938

CHICAGO

ARTICLES OF AGREEMENT governing Meat Markets in the City of Chicago and County of Cook, entered into between

X The Great Atlantic & Pacific Tea Company

all Meat Markets and Chain Store Meat Markets, all combination Grocery and Meat Markets in Chicago and County of Cook, and the Amalgamated Meat Cutters and Butcher Workmen of North America, LOCAL 546 and affiliated Locals, A. F. of L.

This contract approved and passed by the International Executive Board at the General Office the 22nd day of September, 1937.

Article 1. Eight and one-half (8½) hours shall constitute the basic work day. Work to begin at 8:30 A. M. and stop at 6 P. M.; excepting on Saturdays and the day preceding holidays, when work shall begin at 8:30 A. M. and stop at 7 P. M., allowing one (1) full hour for dinner each day. Employees must be dressed and ready for work at 8:30 A. M.

Article 2. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Article 3. (a) All Journeymen meat cutters shall receive not less than FORTY-TWO DOLLARS AND FIFTY CENTS (\$42.50) weekly as a minimum wage. Any man receiving above the minimum shall not be reduced in hours, wages or conditions.

(b) Any employee who has given faithful and diligent service for the course of one (1) year shall be entitled to one week's vacation with pay. In case of dispute the matter will be left to the Executive Board of Local 546.

(c) Extra men to receive not less than Eight Dollars (\$8.00) for all days, excepting Saturday and the day preceding holidays, when they shall receive ~~not less than \$10.00~~ unless they work the full week when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

MANAGER'S CLAUSE

Article 4. The term Manager shall be construed to mean a journeymen meat cutter, who is responsible for the efficient management of the market and shall receive not less than FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$47.50) weekly

Article 5. It is expressly understood that no customer shall be served who comes into the market after 6 P. M. on Monday, Tuesday, Wednesday, Thursday, Friday and 7 P. M. Saturday and the day preceding holidays; that all customers in the shop at the closing hour shall be served. That all meats will be properly taken care of and the markets placed in a sanitary condition, such work not to exceed fifteen minutes and not to be construed as overtime. Overtime may be worked on the second day before Thanksgiving, Christmas and New Years, when employees may work such overtime as may be required at the rate of \$1.50 per hour, such work to be performed behind locked doors.

APPRENTICE CLAUSE

Article 6. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

SCALE OF APPRENTICES' TO BE AS FOLLOWS:

First year	\$20.00
Second year	\$25.00
Third year	\$30.00

(b) After completing two (2) years of apprenticeship they shall be classified as improver apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be sixteen (16) years of age or over and shall pay initiation fees to Local 546.

Article 7. (a) When in need of help employers must give preference to members in good standing of Local 546.
(b) No employee shall be discharged without good and sufficient cause, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to union men in replacing help.

Article 8. This agreement expires September 30, 1938. Any alteration that may be desired by either party to this agreement at the time of expiration must be made known not later than Thirty (30) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically extend to September 30, 1939.

Article 9. If through any cause whatever the adoption of this agreement be delayed not later than October 31, 1937 it shall become retroactive to October 1, 1937.

Article 10. This agreement to be posted in place of employment so that every employee may have equal and easy access

Article 3. (a) All Journeymen meat cutters shall receive a minimum wage of \$42.50 weekly as a minimum wage. Any man receiving above the minimum shall not be reduced in any conditions.

(b) Any employee who has given faithful and diligent service for the course of one (1) year shall be entitled to one week's vacation with pay. In case of dispute the matter will be left to the Executive Board of Local 546.

(c) Extra men to receive not less than Eight Dollars (\$8.00) for all days, excepting Saturday and the day preceding holidays, when they shall receive \$10.00 unless they work the full week when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

MANAGER'S CLAUSE

Article 4. The term Manager shall be construed to mean a journeymen meat cutter, who is responsible for the efficient management of the market and shall receive not less than FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$47.50) weekly.

Article 5. It is expressly understood that no customer shall be served who comes into the market after 6 P. M. on Monday, Tuesday, Wednesday, Thursday, Friday and 7 P. M. Saturday and the day preceding holidays; that all customers in the shop at the closing hour shall be served. That all meats will be properly taken care of and the markets placed in a sanitary condition, such work not to exceed fifteen minutes and not to be construed as overtime. Overtime may be worked on the second day before Thanksgiving, Christmas and New Year, when employes may work such overtime as may be required at the rate of \$1.50 per hour, such work to be performed behind locked doors.

APPRENTICE CLAUSE

Article 6. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

SCALE OF APPRENTICES' TO BE AS FOLLOWS:

First year	\$20.00
Second year	\$25.00
Third year	\$30.00

(b) After completing two (2) years of apprenticeship they shall be classified as improver apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be sixteen (16) years of age or over and shall pay initiation fees to Local 546.

Article 7. (a) When in need of help employers must give preference to members in good standing of Local 546.

(b) No employee shall be discharged without good and sufficient cause, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, as help can be dismissed providing preference be given to union men in replacing help.

Article 8. This agreement expires September 30, 1938. Any alteration that may be desired by either party to this agreement at the time of expiration must be made known not later than thirty (30) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically extend to September 30, 1939.

Article 9. If through any cause whatever the adoption of this agreement be delayed not later than October 31, 1937 it shall become retroactive to October 1, 1937.

Article 10. This agreement to be posted in place of employment so that every employe may have equal and easy access to same.

Article 11. Laundry, tools and sharpening of tools to be furnished free of cost by employers.

Article 12. During the months of November, December, January, February and March, on days when the temperature is below freezing store doors will remain closed and all possible protection given employe's health.

Article 13. ☒ The Great Atlantic & Pacific Tea Company

agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546 and affiliated Locals.

Article 14. Forty-Two Dollars Fifty Cents (\$42.50) shall mean Forty-Two Dollars and Fifty Cents.

The Great Atlantic & Pacific Tea Company

will give full co-operation to Local 546 and affiliated Locals, in any reasonable action that they may take against members or Meat Dealers for violations of the wage provision or other conditions of this contract. Arbitration in this case is not necessary.

ARBITRATION CLAUSE

Article 15. All grievances which cannot be adjusted by Local 546 and employers shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employers and one (1) to be agreed upon by the four already selected. No strike to be called when arbitration has been requested by either party.

Article 16. Local 546 will furnish men who will work to the best interest of the employers in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, will do everything within their power looking for the uplifting of the meat industry.

SIGNED FOR LOCAL 546 and AFFILIATED LOCALS
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, A. F. of L.

President

Sec'y-Treas.

Employer ☒ The Great Atlantic & Pacific Tea Company

Employee

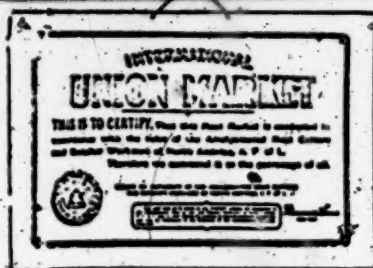
Date

2/18

1937

1938

[Vol. 113]
IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 46A



AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

EMMETT KELLY
Sec.-Treas. Local 546
128 N. WELLS ST.
Room 1615
Franklin 0030

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

Def. in ex. 40B

FILED
LOCAL 546

Regular Meetings Every 2nd Tuesday Night at
Meat Cutters Hall, 128 N. Wells St.

MAY 28 1963

CHICAGO

AT **O'CLOCK**
CLERK

ARTICLES OF AGREEMENT governing Meat Markets in the city of Chicago and

all Meat Markets and Chain Store Meat Markets, all combination Grocery and Meat Markets in Chicago and County of Cook, and the Amalgamated Meat Cutters and Butcher Workmen of North America, LOCAL 546 and affiliated Locals, A. F. of L.
This contract approved and passed by the International Executive Board at the General Office the 14th day of November, 1940.
Article 1. Eight and one-half hours shall constitute the basic work day. Work to begin at 8:30 A. M. and stop at 6:00 P. M., allowing one hour for lunch. Employees must be dressed and ready for work at 8:30 A. M.
Article 2. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, and New Year's Day.
Article 3. (a) All Journeymen meat cutters shall receive not less than FORTY-TWO DOLLARS AND FIFTY CENTS (\$42.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.
(b) Any employee who has given diligent and faithful service for the course of one year shall be entitled to one week's vacation with pay. After three years service he shall be entitled to two week's vacation with pay. In case of dispute the matter shall be left to the Executive Board of Local 546.
(c) Extra men to receive not less than Eight Dollars (\$8.00) for all days, excepting Saturday and the day preceding holidays, when they shall receive Nine Dollars (\$9.00), unless they work the full week when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

MANAGER'S CLAUSE

Article 4. The term Manager shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$47.50) weekly.
Article 5. It is expressly understood that no customer shall be served who comes into the market before 8:30 A. M. or after 6:00 P. M.; that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime. Overtime may be placed on the second day before Thanksgiving Day, Christmas Day, and New Year's Day when employees may work such overtime as may be required at the rate of ONE DOLLAR AND FIFTY CENTS (\$1.50) per hour. Such work to be performed behind locked doors.

APPRENTICE CLAUSE

Article 6. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

SCALE OF APPRENTICES TO BE AS FOLLOWS:

First year	\$20.00
Second year	25.00
Third year	30.00

(b) After completing two (2) years of apprenticeship they shall be classified as improved apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.
(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be sixteen (16) years of age or over and shall pay initiation fees to Local 546.

Article 7. (a) When in need of help employers must give preference to members in good standing of Local 546.
(b) No employee shall be discharged without good and sufficient cause, drunkenness, dishonesty, incompetency, incivility or any other supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to union men in replacing help.

Article 8. This agreement expires September 30th, 1941. Any alteration that may be desired by either party to this agreement at the time of expiration must be made known not later than Thirty (30) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration it shall automatically extend to SEPTEMBER 30th, 1942.

Article 9. If through any cause whatever the adoption of this agreement be delayed later than October 31st, 1940, it shall become retroactive to October 1st, 1940.

Article 10. This agreement to be posted in place of employment so that every employee may have equal and easy access to same.

Article 11. Laundry, tools and sharpening of tools to be furnished free of cost by employers.
Article 12. During the months of November, December, January, February, and March on days when the temperature is below freezing, store doors will remain closed and all possible protection given employee's health.

Article 13. agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546 and affiliated Locals.

Article 14. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the may apply for a withdrawal card, provided the request be accompanied by similar request from the. Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARBITRATION CLAUSE

SCALE OF APPRENTICES' TO BE AS FOLLOWS:

First year	\$20.00
Second year	25.00
Third year	30.00

(b) After completing two (2) years of apprenticeship they shall be classified as improved apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be sixteen (16) years of age or over and shall pay initiation fees to Local 546.

Article 7. (a) When in need of help employers must give preference to members in good standing of Local 546.
(b) No employe shall be discharged without good and sufficient cause, drunkenness, dishonesty, incompetency, incivility or as over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to union men in replacing help.

Article 8. This agreement expires September 30th, 1941. Any alteration that may be desired by either party to this agreement at the time of expiration must be made known not later than Thirty (30) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration it shall automatically extend to SEPTEMBER 30th, 1942.

Article 9. If through any cause whatever the adoption of this agreement be delayed later than October 31st, 1940, it shall become retroactive to October 1st, 1940.

Article 10. This agreement to be posted in place of employment so that every employee may have equal and easy access to same.

Article 11. Laundry, tools and sharpening of tools to be furnished free of cost by employers.

Article 12. During the months of November, December, January, February, and March on days when the temperature is below freezing, store doors will remain closed and all possible protection given employee's health.

Article 13. Agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546 and affiliated Locals.

Article 14. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the _____ may apply for a withdrawal card, provided the request

be accompanied by similar request from the _____ Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARBITRATION CLAUSE

Article 15. All grievances which cannot be adjusted by Local 546 and employers shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employers and one (1) to be agreed upon by the four already selected. No strike to be called when arbitration has been requested by either party.

Article 16. Local 546 will furnish men who will work to the best interest of the employers in every way, just and lawful, who will give honest and diligent service to patrons of the employers' establishment, who will do everything within their power for the uplifting of the meat industry.

SIGNED FOR LOCAL 546 and AFFILIATED LOCALS
AMALGAMATED MEAT CUTTERS AND BUTCHER..
WORKMEN OF NORTH AMERICA, A. F. of L.

President William C. Gaff
Sec'y-Treas Edmund Kelly

JEWEL FOOD STORES

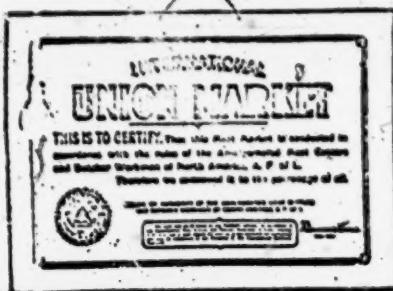
Employer Jewel Food Stores, Inc.
Address By 17th Street
Date 1940

Minimum rate	\$35.00 per week
251 to 275	37.50 per week
276 to 300	40.00 per week
301 to 350	42.50 per week
351 to 400	45.00 per week
401 and over	47.50 per week

These rates to apply over a four week period.

[fol. 114]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 40B



AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

Affiliated with

R. EMMETT KELLY
Sec.-Treas. Local 546

120 N. WELLS ST.
Room 1615

American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

LOCAL 546

Regular Meetings the 1st, 3rd, 5th, 7th, 9th, 11th, 13th, 15th, 17th, 19th, 21st, 23rd, 25th, 27th, 29th, 31st of each month at Meat Cutters Hall, 120 N. Wells St.

CHICAGO

MAY 28 1963

Articles of Agreement governing Meat Markets in the City of Chicago and County of Cook, entered

into between hereinafter called the "employer," all Meat Markets and Chain Store Meat Markets, all combination grocery and meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546, and AFFILIATED LOCALS, (A. F. of L.), hereinafter called the "Union."

This contract approved and passed by the International Executive Board at the General Office the 4th day of October, 1941.

ARTICLE I. FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which are hereby acknowledged, this Agreement is entered into.

ARTICLE II. The employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises.

WORKING HOURS

ARTICLE III. Eight and one-half (8½) hours shall constitute the basic work day. Work to begin at 8:30 A. M. and stop at 6:00 P. M., allowing one (1) hour for lunch. Employees must be dressed and ready for work at 8:30 A. M.

ARTICLE IV. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day and New Year's Day.

MANAGER'S AND JOURNEYMAN'S CLAUSE

ARTICLE V. (a) The term "Manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Fifty Dollars (\$50.00) weekly.

(b) All Journeymen meat cutters shall receive not less than Forty-five Dollars (\$45.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Eight Dollars (\$8.00) per day, (except that on Saturday and the day preceding holidays, they shall receive Nine Dollars (\$9.00)), unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the journeyman scale of wages provided for in this agreement. It is distinctly understood that there shall be no concessions for the said low volume shops.

ARTICLE VI. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After three years service he shall be entitled to two weeks vacation with pay. In case of dispute, the matter shall be referred to arbitration, as provided for in Article XVIII.

ARTICLE VII. (a) It is expressly understood that no customer shall be served who comes into the market before 8:30 A. M. or after 6:00 P. M.; that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime. Overtime may be worked on the second day before Thanksgiving Day, Christmas Day and New Year's Day, when employees may work such overtime as may be required at the rate of Time and One-half per hour. Such work to be performed behind locked doors.

(b) Employees shall not take inventory outside of regular working hours.

APPRENTICE CLAUSE

ARTICLE VIII. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First year	\$22.50
Second year	27.50
Third year	32.50

(b) After completing two (2) years of apprenticeship they shall be classified as improver apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX. (a) When in need of help, employers must give preference to members in good standing of Local 546.

(b) The employer agrees to employ and keep in employment only such persons who are members in good standing of the said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge, at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business representatives have full authority and approval from both parties to this agreement to immediately remove and require the discharge of any men working beneath the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, or any other cause will be sufficient cause for dismissal, or help can be dismissed providing preference



AMALGAMATED MEAT CUTTERS

AND B. W. OF N. A.

58 C1415

R. EMMETT KELLY
Sec.-Treas. Local 546

128 N. WELLS ST.
Room 1613

Franklin 9839

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

Def. no. 400

MAY 28 1963

Regular Meetings the 2nd Tuesday Night of each month at Meat Cutters Hall, 128 N. Wells St.

LOCAL 546

AT O'Clock 43

DOCKETED

Articles of Agreement governing Meat Markets in the City of Chicago and County of Cook, entered

into between

hereinafter called the "employer", all Meat Markets and Chain Store Meat Markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546, and AFFILIATED LOCALS, (A. F. of L.), hereinafter called the "Union".

This contract approved and passed by the International Executive Board at the General Office the _____ day of October, 1942.

ARTICLE I. FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which are hereby acknowledged, this Agreement is entered into.

ARTICLE II. The employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for, and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises.

WORKING HOURS

ARTICLE III. Eight and one-half (8½) hours shall constitute the basic work day. Work to begin at 8:30 A. M. and stop at 6:00 P. M., allowing one (1) hour for lunch. Employees must be dressed and ready for work at 8:30 A. M.

ARTICLE IV. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

MANAGER'S AND JOURNEYMAN'S CLAUSE

ARTICLE V. (a) The term "manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Fifty-three and 50/100 Dollars (\$53.50) weekly.

(b) All journeymen meat cutters shall receive not less than Forty-eight Dollars (\$48.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Eight Dollars (\$8.00) per day, except that on Saturday and the day preceding holidays, they shall receive Nine Dollars (\$9.00), unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they can show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the journeyman scale of wages provided for in this agreement. It is distinctly understood that there shall be no concessions for the said low volume shops.

ARTICLE VI. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After three years service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in Article XVIII.

ARTICLE VII. (a) It is expressly understood that no customer shall be served who comes into the market before 8:30 A. M. or after 6:00 P. M.; that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime. Overtime may be worked on the second day before Thanksgiving Day, Christmas Day and New Year's Day, when employees may work such overtime as may be required at the rate of time and one-half per hour. Such work to be performed behind locked doors.

(b) Employees shall not take inventory outside of regular working hours.

APPRENTICE CLAUSE

ARTICLE VIII. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First year.....	\$25.00
Second year.....	30.00
Third year.....	35.00

(b) After completing two (2) years of apprenticeship they shall be classified as improver apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX. (a) When in need of help, employers must give preference to members in good standing of Local 546.

(b) The employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business representatives have full authority and approval from both parties to this agreement to immediately remove and require the discharge of any men working beneath the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, inefficiency or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be

ARTICLE VI. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After three years service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in Article XVIII.

ARTICLE VII. (a) It is expressly understood that no customer shall be served who comes into the market before 8:30 A. M. or after 6:00 P. M.; that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime. Overtime may be worked on the second day before Thanksgiving Day, Christmas Day and New Year's Day, when employees may work such overtime as may be required at the rate of time and one-half per hour. Such work to be performed behind locked doors.

(b) Employees shall not take inventory outside of regular working hours.

APPRENTICE CLAUSE

ARTICLE VIII. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First year.....	\$25.00
Second year.....	30.00
Third year.....	35.00

(b) After completing two (2) years of apprenticeship they shall be classified as Improver apprentices, and after serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX. (a) When in need of help, employers must give preference to members in good standing of Local 546.

(b) The employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business representatives have full authority and approval from both parties to this agreement, to immediately remove and require the discharge of any men working beneath the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, inactivity or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X. It will be the duty of the employer to prominently display Union shop cards in all establishments wherein union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return.

ARTICLE XI. This agreement remains in full force and effect until September 30th, 1943. Any alteration that may be desired by either party to this agreement at the time of expiration must be made in writing not later than forty-five (45) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically renew itself to September 30, 1944.

ARTICLE XII. If through any cause whatever the adoption of this agreement be delayed later than October 31st, 1942, it shall become retroactive to October 1st, 1942.

ARTICLE XIII. This agreement to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV. Laundry, tools and sharpening of tools to be furnished free of cost by employers.

ARTICLE XV. The self service system of meat merchandising will be considered a violation of this agreement.

ARTICLE XVI. _____ agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546 and affiliated Locals.

ARTICLE XVII. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the _____ may apply for a withdrawal card, provided the request be accompanied by similar request from the _____. Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII. ARBITRATION CLAUSE. All grievances which cannot be adjusted by Local 546 and employers shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employers and one (1) to be agreed upon by the four already selected. No strike, cessation of work, picketing, boycott or lockout to occur when arbitration has been requested by either party; provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX. Local 546 will furnish men who will work to the best interest of the employers in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX. If, due to the present war emergency, the Government institutes a meatless day program, either party may demand a renegotiation of the provisions thereof specifically governing wages and hours.

The parties hereto certify that they are empowered and duly authorized in their own name.

SIGNED FOR LOCAL 546 and AFFILIATED LOCALS
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, A. F. of L.

President: _____

Sec. Treas.: _____

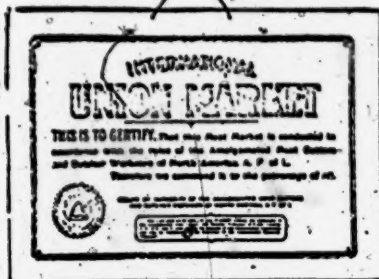
EMPLOYER:

Address: _____

[fol. 116]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 40D



AMALGAMATED MEAT CUTTERS AND B. W. OF N. A. 5821415

R. EMMETT KELLY
Sec.-Treas. Local 546
128 N. WELLS ST.
Room 1602
Franklin 0030

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

Ref. no. 40E

LOCAL 546

Regular Meetings the 2nd and 4th Mondays of each month at Meat Cutters Hall, 128 N. Wells St.

MAY 28 1963

Articles of Agreement governing Meat Markets in the City of Chicago and County of Cook, entered into between

hereinafter called the "employer", all Meat Markets and Chain Store Meat Markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.), hereinafter called the "Union".

This contract approved and passed by the International Executive Board at the General Office the day

of

ARTICLE I. FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which are hereby acknowledged, this Agreement is entered into.

ARTICLE II. (a) The employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises.

(b) All former members of Local 546 returning from defense plants must report to the Union and secure the necessary credentials before employer may employ them.

WORKING HOURS

ARTICLE III. Eight and one-half (8½) hours shall constitute the basic work day. Work to begin at 8:30 A. M. and stop at 6:00 P. M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A. M., nor end no later than 2:00 P. M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 8:30 A. M.

ARTICLE IV. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

MANAGER'S AND JOURNEYMAN'S CLAUSE

ARTICLE V. (a) The term "manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Fifty-four Dollars (\$54.00) weekly.

(b) All journeymen meat cutters shall receive not less than Forty-eight and 50/100 Dollars (\$48.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Eight Dollars (\$8.00) per day, except that on Saturday and the day preceding holidays, they shall receive Nine Dollars (\$9.00), unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they can show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the journeyman scale of wages provided for in this agreement. It is distinctly understood that there shall be no concessions for the said low volume shops.

ARTICLE VI. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After three years service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in Article XVIII.

ARTICLE VII. (a) It is expressly understood that no customer shall be served who comes into the market before 8:30 A. M. or after 8:00 P. M.; that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime. Overtime may be worked as provided for in the Female Supplementary Agreement. Such work performed to be paid for at the overtime rate of time and one-half per hour, and to be performed behind locked doors.

(b) Employees shall not take inventory outside of regular working hours.

APPRENTICE CLAUSE

ARTICLE VIII. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First year.....	\$23.50
Second year.....	\$30.50
Third year.....	\$35.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX. (a) When in need of help, employers must give preference to members in good standing of Local 546.

(b) The employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's

holidays, they shall receive the same salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they can show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the journeyman scale of wages provided for in this agreement. It is distinctly understood that there shall be no concessions for the said low volume shops.

ARTICLE VI. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After three years service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in Article XVIII.

ARTICLE VII. (a) It is expressly understood that no customer shall be served who comes into the market before 8:30 A. M. or after 6:00 P. M. that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market closed in a sanitary condition. Such work as to assist in closing markets and not to be construed as overtime. Overtime may be worked as provided for in the Female Supplementary Agreement. Such work performed to be paid for at the overtime rate of time and one-half per hour, and to be performed behind locked doors.

(b) Employees shall not take inventory outside of regular working hours.

APPRENTICE CLAUSE

ARTICLE VIII. (a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First year.....	\$25.50
Second year.....	30.50
Third year.....	35.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX. (a) When in need of help, employers must give preference to members in good standing of Local 546. (b) The employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business representatives have full authority and approval from both parties to this agreement to immediately remove and require the discharge of any men working beneath the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X. It will be the duty of the employer to prominently display Union shop cards in all establishments wherein union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return.

ARTICLE XI. (a) This agreement remains in full force and effect until September 30th, 1944. Any alteration that may be desired by either party to this agreement at the time of expiration must be made in writing not later than forty-five (45) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically renew itself to September 30, 1945, except as is provided in "B" of this ARTICLE.

(b) The Union shall have the right to request a change in the clause regarding wages only during the life of the agreement, terminating September 30th, 1944, on two weeks' notice, in the event of a change in the wage policy of the National War Labor Board as formulated by it in the so-called Little Steel Formula, or in event of a change in Executive Order No. 9250, or Executive Order No. 9328, or by the May 13th 1943 Directive of the Director of Economic Stabilization.

ARTICLE XII. If through any cause whatever the adoption of this agreement be delayed later than October 31st, 1943, it shall become retroactive to October 1st, 1943.

ARTICLE XIII. This agreement to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV. Laundry, tools and sharpening of tools to be furnished free of cost by employers.

ARTICLE XV. The self service system of meat merchandising will be considered a violation of this agreement.

ARTICLE XVI. _____ agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546.

ARTICLE XVII. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the _____ may apply for a withdrawal card, provided the request be

accompanied by similar request from the _____ Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII. ARBITRATION CLAUSE. All grievances which cannot be adjusted by Local 546 and employers shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employers and one (1) to be agreed upon by the four already selected. No strike, cessation of work, picketing, boycott or lockout to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX. Local 546 will furnish men who will work to the best interest of the employers in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything

ARTICLE XX. If, due to the present war emergency, the Government institutes a meatless day program, either party may demand a renegotiation of the provisions thereof specifically governing wages and hours.

The parties hereto certify that they are empowered and duly authorized to sign this agreement.

EMPLOYER:

SIGNED FOR LOCAL 546,
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, A. F. of L.

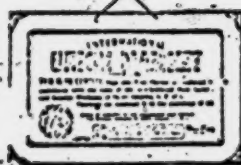
Address: _____

President: _____

[fol. 117]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 40E



AMALGAMATED MEAT CUTTERS AND B. W OF N. A.

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

582145

Def. in ex. 40F

R. EMMETT KELLY
Sec. - Treas. Local 546
128 N. WELLS ST.
Room 1602
Franklin 0030

1945-46

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each month at Meat Cutters Hall, 128 N. Wells St.

FILED

MAY 28 1963

O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into between..... hereinafter called the "employer", all Meat Markets and Chain Store Meat Markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.), hereinafter called the "Union".

This Contract approved and passed by the International Executive Board at the General Office.....day of....., 19....

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises, including those workers processing, packing, wrapping and selling frozen fresh meats.

ARTICLE III WORKING HOURS

(a) Eight and one-half (8 1/2) hours shall constitute the basic work day, MONDAY THROUGH FRIDAY; work to begin at 8:30 A. M. and stop at 6:00 P. M. allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A. M., nor end no later than 2:00 P. M. Six hours (6) shall constitute the basic work day on SATURDAY; work to begin at 8:30 A. M. and stop at 3:00 P. M. allowing one-half (1/2) hour for lunch. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 8:30 A. M.

(b) It is agreed that should any of the Holidays set forth in ARTICLE IV fall on Monday or Friday the employer may remain open until 6:00 P. M. on the Saturday preceding or following this Holiday, the hours after 3:00 P. M. being paid for at the overtime rate.

ARTICLE IV

There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

ARTICLE V

MANAGER'S AND JOURNEYMAN'S CLAUSE

(a) The term "journeyman" shall be construed to mean a journeyman.

DO NOT WRITE IN THESE SPACES

[fol. 118]

IN THE
FOR THE N

DE

Oct 1945

LOCAL 546 (A. F. of L.), hereinafter called the "Union".

This Contract approved and passed by the International Executive Board at the General Office.....day of....., 19....

ELBERT A. WAGNER, JR.
CLERK

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises, including those workers processing, packing, wrapping and selling frozen fresh meats.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8 1/2) hours shall constitute the basic work day, MONDAY THROUGH FRIDAY; work to begin at 8:30 A. M. and stop at 6:00 P. M. allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A. M., nor end no later than 2:00 P. M. Six hours (6) shall constitute the basic work day on SATURDAY; work to begin at 8:30 A. M. and stop at 3:00 P. M. allowing one-half (1/2) hour for lunch. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 8:30 A. M.

(b) It is agreed that should any of the Holidays set forth in ARTICLE IV fall on Monday or Friday the employer may remain open until 6:00 P. M. on the Saturday preceding or following this Holiday, the hours after 3:00 P. M. being paid for at the overtime rate.

ARTICLE IV

There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

ARTICLE V

MANAGER'S AND JOURNEYMAN'S CLAUSE

(a) The term "manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Fifty-seven Dollars and Fifty Cents (\$57.50) weekly.

(b) All journeymen meat cutters shall receive not less than Fifty-two Dollars (\$52.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Ten Dollars (\$10.00) per day, except that on Saturday they shall receive Eight Dollars (\$8.00), unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concessions for the said low volume shops.

DO NOT WRITE IN THESE SPACES

[fol. 118]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 40F

ARTICLE VI

Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After three years of service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the Contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

Overtime may be worked at the following rates:

Managers	\$1.80 per hour
Journeyman	1.60 per hour

APPRENTICES

First Year	\$.90 per hour
Second Year	1.05 per hour
Third Year	1.20 per hour

(c) Employees shall not take inventory outside of regular working hours.

ARTICLE VIII

APPRENTICE CLAUSE

(a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First Year	\$30.00
Second Year	35.00
Third Year	40.00

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

(a) When in need of help, employers must give preference to members in good standing of Local 546.

(b) The employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this agreement to immediately remove and require the discharge of any men working beneath the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

teen minutes and not to be construed as overtime.

Overtime may be worked at the following rates:

Managers\$1.80 per hour
Journeyman 1.60 per hour

APPRENTICES

First Year\$.90 per hour
Second Year 1.05 per hour
Third Year 1.20 per hour

(c) Employees shall not take inventory outside of regular working hours.

ARTICLE VIII

APPRENTICE CLAUSE

(a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Scale of apprentices to be as follows:

First Year\$30.00
Second Year 35.00
Third Year 40.00

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the prevailing scale of wages.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

(a) When in need of help, employers must give preference to members in good standing of Local 546.

(b) The employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this agreement to immediately remove and require the discharge of any men working beneath the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return.

ARTICLE XI

This agreement remains in full force and effect until September 30th, 1946. Any alteration that may be desired by either party to this agreement at the time of expiration must be made in writing not later than forty-five (45) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically renew itself to September 30th, 1947.

ARTICLE XII

If through any cause whatever the adoption of this agreement be delayed later than October 31st, 1945, it shall become retroactive to October 1st, 1945.

ARTICLE XIII

This agreement to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV

Laundry, tools and sharpening of tools to be furnished free of cost by employers.

ARTICLE XV

The self service system of meat merchandising will be considered a violation of this agreement.

ARTICLE XVI

..... agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the may apply for a withdrawal card, provided the request be accompanied by a similar request from the Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employers shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employers and one (1) to be agreed upon by the four already selected. No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546 will furnish men who will work to the best interest of the employers in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

It is agreed during the life of this agreement that there shall be no change in working hours by an employer without first obtaining approval of the Union.

ARTICLE XXI

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of and during the course of his employment, shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the Company's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the First World War Corporation Act and that the employer shall

ARTICLE XVI

..... agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the may apply for a withdrawal card, provided the request be accompanied by a similar request from the Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employers shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employers and one (1) to be agreed upon by the four already selected. No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546 will furnish men who will work to the best interest of the employers in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

It is agreed during the life of this agreement that there shall be no change in working hours by an employer without first obtaining approval of the Union.

ARTICLE XXI

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of and during the course of his employment, shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the Company's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this agreement.

EMPLOYER:

SIGNED FOR LOCAL 546
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF
NORTH AMERICA, A. F. of L.

Address.....

President:

Dated at Chicago,, 1945

Sec.-Treas.:

[fol. 120]



R. EMMETT KELLY
Sec. Treas. Local 546
130 N. Wells St. Chicago
Room 1602
Franklin 0030

1946
**AMALGAMATED MEAT CUTTERS
AND B. W OF N. A. 58C1415**

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 130 N. Wells St.

FILED

Articles of Agreement Governing Meat Markets in the City of
Chicago and County of Cook, entered into between.....
hereinafter called the "employer", all meat markets and chain store meat
markets, all combination Grocery and Meat Markets in Chicago and
County of Cook; and the AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F.
Of L.), hereinafter called the "Union".

This Contract approved and passed by the International Executive
Board at the General Office.....day of.....19.....

MAY 28 1933

O'CLOCK

ELBERT A. WAGNER, JR.
CLERK

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the
parties hereto and for other good and valuable considerations, receipt of
which is hereby acknowledged; this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall
be the sole and exclusive collective bargaining agency for and on behalf
of all meat cutters and butcher workmen employed by said employer on
their premises; including those workers processing, packing, wrapping
and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred
products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold under the jurisdiction of AMALGAMATED MEAT CUT-
TERS' UNION Employees in the Meat Department, and will be cut,
prepared and fabricated by members of the AMALGAMATED MEAT
CUTTERS, and said cutting, preparing, fabricating and packaging of
above products into retail cuts will be done on the premises or immediately
adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight (8) hours shall constitute the basic work day, MONDAY
THROUGH FRIDAY; work to begin at 9:00 A. M. and stop at 6:00
P. M. allowing one (1) hour for lunch, said hour to begin no earlier than
12:00 P. M. Five (5) hours shall con-

[fol. 121]

IN UNITED STATES DISTRICT COU
FOR THE NORTHERN DISTRICT OF IL

DEPENDANTS' EXHIBIT 406

Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into between.....
hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the **AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 543 (A.F. Of L.)**, hereinafter called the "Union".

This Contract approved and passed by the International Executive Board at the General Office.....day of.....19.....

FILED

MAY 28 1933

10 O'CLOCK

ELBERT A. WAGNER, JR.

CLERK

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold under the jurisdiction of **AMALGAMATED MEAT CUTTERS' UNION** Employees in the Meat Department, and will be cut, prepared and fabricated by members of the **AMALGAMATED MEAT CUTTERS**, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight (8) hours shall constitute the basic work day, **MONDAY THROUGH FRIDAY**; work to begin at 9:00 A. M. and stop at 6:00 P. M. allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A. M., nor end later than 2:00 P. M. Five (5) hours shall constitute the basic work day on **SATURDAY**; work to begin at 8:00 A. M. and stop at 1:00 P. M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 9:00 A. M., **MONDAY THROUGH FRIDAY** and 8:00 A. M. on **SATURDAY**.

(b) It is agreed that should any of the Holidays set forth in **ARTICLE IV** fall on Monday, Tuesday or Wednesday, the preceding

[fol. 121]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 406

Saturday may be worked until 6:00 P. M. Whenever these holidays fall on Thursday or Friday the following Saturday may be worked until 6:00 P. M. Said hours if worked to be paid for at the straight time hourly rate.

ARTICLE IV

There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

ARTICLE V

MANAGER'S AND JOURNEYMAN'S CLAUSE

(a) The term "manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Sixty-seven Dollars and Fifty Cents (\$67.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Sixty-two Dollars (\$62.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Twelve Dollars (\$12.00) per day, except on Saturday they shall receive Seven Dollars and Fifty Cents (\$7.50), unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two years of service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the Contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

Overtime may be worked at the following rates:

Managers	\$2.25 per hour
Journeymen	2.07 per hour

APPRENTICES

There shall be no work on Sunday, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

ARTICLE V

MANAGER'S AND JOURNEYMAN'S CLAUSE

(a) The term "manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Sixty-seven Dollars and Fifty Cents (\$67.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Sixty-two Dollars (\$62.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Twelve Dollars (\$12.00) per day, except on Saturday they shall receive Seven Dollars and Fifty Cents (\$7.50), unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two years of service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the Contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

Overtime may be worked at the following rates:

Managers	\$2.25 per hour
Journeymen	2.07 per hour

APPRENTICES

First Year	\$1.22 per hour
Second Year	1.41 per hour
Third Year	1.62 per hour

(b) Employees shall not take inventory outside of regular working hours.

[fol. 122]

ARTICLE VIII

APPRENTICE CLAUSE

(a) In markets where three (3) or more journeymen are employed one (1) apprentice is permitted and an additional apprentice for every three (3) meat cutters.

Weekly wage scale of apprentices to be as follows:

First Year	\$36.50
Second Year	42.50
Third Year	48.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return.

ARTICLE XI

This agreement remains in full force and effect through October 1, 1947. Any alteration that may be desired by either party to this agreement at the time of expiration must be made in writing not later than forty-five (45) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically renew itself through October 1st, 1948.

ARTICLE XII

If the adoption of the new Agreement be delayed later than October 31, 1947 it shall be retroactive through October 2nd, 1947.

ARTICLE XIII

... to be kept posted in the place of employment so

Second Year 42.50
Third Year 48.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return.

ARTICLE XI

This agreement remains in full force and effect through October 1, 1947. Any alteration that may be desired by either party to this agreement at the time of expiration must be made in writing not later than forty-five (45) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically renew itself through October 1st, 1948.

ARTICLE XII

If the adoption of the new Agreement be delayed later than October 31, 1947 it shall be retroactive through October 2nd, 1947.

ARTICLE XIII

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV

Laundry, tools and sharpening of tools to be furnished free of cost by employer.

[fol. 123]

ARTICLE XV

The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement.

ARTICLE XVI

..... agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the may apply for a withdrawal card, provided the request be accompanied by a similar request from the Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employer and one (1) to be agreed upon by the four already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546 will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

It is agreed during the life of this Agreement that there shall be no change in working hours by an employer without first obtaining approval of the Union.

ARTICLE XXI

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

EMPLOYER:

SIGNED FOR LOCAL 546
AMALGAMATED MEAT CUT-

.....agree not to
but the duly elected officers of Local 546 and further agree not to make
a Contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business
for himself who may desire to affiliate with the
.....may apply for a withdrawal card, provided the
request be accompanied by a similar request from the.....
.....Withdrawal card may be obtained
upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer
shall be referred to an arbitration board consisting of two (2) members
to be named by employees, two (2) by the affected employer and one (1)
to be agreed upon by the four already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur
when arbitration has been requested by either party, provided that the
dispute has been heard and decided within a thirty (30) day period from
submission.

ARTICLE XIX

Local 546 will furnish men who will work to the best interest of
the employer in every way, just and lawful, who will give honest and
diligent service to patrons of the employer's establishment, who will do
everything within their power for the uplifting of the meat industry.

ARTICLE XX

It is agreed during the life of this Agreement that there shall be no
change in working hours by an employer without first obtaining approval
of the Union.

ARTICLE XXI

Any regular employee unable to work because of injuries received
during the regularly scheduled work-week and whose injuries arose out
of or during the course of his employment shall be entitled to a full day's
pay for each day lost because of such injuries, but not exceeding four (4)
days in any such work week; provided, however, that the employee shall
report upon receipt of the injury to the employer's physician whose
decision with respect to the length of time required off shall be controlling;
provided further, that nothing in this provision shall affect any rights
accrued to either party under the State Workmen's Compensation Act,
and that the employer shall receive credit for any payment made under
this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly author-
ized to sign this Agreement.

EMPLOYER:

.....
.....

Address.....

Dated at Chicago....., 1946

SIGNED FOR LOCAL 546
AMALGAMATED MEAT CUT-
TERS AND BUTCHER WORK-
MEN OF NORTH AMERICA,
A. F. of L.

President:.....

Sec'y-Treas.:.....

[fol. 124]

Contract From Oct. 6, 1947, Through Oct. 2, 1948



R. EMMETT KELLY
Sec.-Treas. Local 546
138 N. Wells St., Chicago
Room 1602
Franklin 0030

**AMALGAMATED MEAT CUTTERS
AND B. W. OF N. A. 58C1415**

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 138 N. Wells St.

Sy. m. w. 40 H.

FILED

Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into between..... hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (Of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the nineteenth day of August, 1947.

MAY 28 1963

O'CLOCK

ALBERT A. WAGNER, JR.

CLERK

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold by members of the AMALGAMATED MEAT CUTTERS' UNION Employees in the Meat Department, and will be cut, prepared and fabricated by members of the AMALGAMATED MEAT CUTTERS, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work day, Monday through Saturday; work to begin at 8:30 A.M. and stop at

[fol. 125]

IN UNITED STATES
FOR THE NORTHERN I

DEFENDANTS I

ARTICLES OF AGREEMENT between.....
Chicago and County of Cook, entered into between.....
hereinafter called the "employer", all meat markets and chain store meat
markets, all combination Grocery and Meat Markets in Chicago and
County of Cook; and the AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (AFL-
Of L.) acting as the Collective Bargaining Agent for its members. This
Contract approved and passed by the International Executive Board at
the General Office the nineteenth day of August, 1947.

MAY 26 1953

O'CLOCK

ROBERT A. WAGNER, JR.

CLERK

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the
parties hereto and for other good and valuable considerations, receipt of
which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall
be the sole and exclusive collective bargaining agency for and on behalf
of all meat cutters and butcher workmen employed by said employer on
their premises; including those workers processing, packing, wrapping
and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred
products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold by members of the AMALGAMATED MEAT CUTTERS'
UNION Employees in the Meat Department, and will be cut, prepared
and fabricated by members of the AMALGAMATED MEAT CUTTERS,
and said cutting, preparing, fabricating and packaging of above products
into retail cuts will be done on the premises or immediately adjacent
thereto.

ARTICLE III.

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work
day, Monday through Saturday; work to begin at 8:30 A.M. and stop at
6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier
than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all
markets whether manned by one or more than one employee. Employees
must be dressed and ready for work at 8:30 A.M. Monday through
Saturday.

(b) Five (5) days shall constitute the basic work week, to be worked
Monday through Saturday, with one (1) full day off within each shop,
for each employee at the employers discretion. The day off shall be rotated
or in accordance with the mutual agreement of the employer and his
employees.

(c) Market operating hours shall be 9:00 A.M. to 6:00 P.M., MON-
DAY THROUGH SATURDAY, inclusive.

(d) Any member called to work on the sixth (6) day in any regular
work week, whether he be Manager, Journeyman or Apprentice, shall be

[fol. 125]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 40H

guaranteed Four Hours and Fifteen Minutes (4 hours and 15 minutes) work at the rate of Eight Dollars and Fifty Cents (\$8.50). If said member works a full day he shall be paid at the rate of Fifteen Dollars (\$15.00). Reporting time on the sixth (6th) day shall be at either 8:30 A.M. or 1:45 P.M.

ARTICLE IV

(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day he shall be paid at the following rates:

JOURNEYMEN AND MANAGERS.....	\$15.00
1st YEAR APPRENTICES.....	10.00
2nd YEAR APPRENTICES.....	11.00
3rd YEAR APPRENTICES.....	12.00

ARTICLE V

MANAGER'S AND JOURNEYMAN'S CLAUSE

(a) The term "manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Seventy-three Dollars and Fifty Cents (\$73.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Sixty-seven Dollars (\$67.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Thirteen Dollars and Fifty Cents (\$13.50) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two years of service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the Contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) The market shall be open eight and one-half (8 1/2) hours in any one day

1st YEAR APPRENTICES.....	10.00
2nd YEAR APPRENTICES.....	11.00
3rd YEAR APPRENTICES.....	12.00

ARTICLE V

MANAGER'S AND JOURNEYMAN'S CLAUSE

(a) The term "manager" shall be construed to mean a journeyman meat cutter, who is responsible for the efficient management of the market and shall receive not less than Seventy-three Dollars and Fifty Cents (\$73.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Sixty-seven Dollars (\$67.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Thirteen Dollars and Fifty Cents (\$13.50) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling. All extra and part time employees may be employed only if they show a permit from the Union office; provided, however, that the employer may, in case of emergency, employ an extra man if either the employer or the extra man will call into the Union office and report the employment conditions.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two years of service he shall be entitled to two weeks' vacation with pay. A man relieving a manager on vacation shall receive the Contract rate of pay for managers. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) Overtime after eight and one-half (8½) hours in any one day may be worked at the following rates:

MANAGERS	\$2.60 per hour
JOURNEYMEN	2.37 per hour

APPRENTICES

FIRST YEAR	\$1.46 per hour
SECOND YEAR	1.68 per hour
THIRD YEAR	1.89 per hour

(c) Employees shall not take inventory outside of regular working hours.

[fol. 126]

ARTICLE VIII

APPRENTICE CLAUSE

(a) Employers are permitted to employ Apprentices not to exceed two (2) for each five (5) journeymen employed provided that a quarterly report should be furnished to the Local Union.

Weekly Wage Scale of Apprentices to be as follows:

FIRST YEAR	\$41.50
SECOND YEAR	47.50
THIRD YEAR	53.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence at 11:50 P.M., August 21, 1947, and shall expire at 12:00 Midnight, October 2, 1948.

(b) The terms and provisions of the Contract between the Union and the Employer for the term ending October 1, 1947, except for ARTICLE XI thereof are hereby incorporated and made a part of this Agreement, and shall govern the rights and duties of the parties hereto for the period commencing at 11:50 P.M., August 21, 1947, and ending at 12:00 Midnight, October 5, 1947.

(c) At 12:00 Midnight, October 5, 1947, the terms and provisions as herein set forth shall become effective and remain in effect through October 2, 1948.

(d) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made.

ARTICLE IX

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence at 11:50 P.M., August 21, 1947, and shall expire at 12:00 Midnight, October 2, 1948.

(b) The terms and provisions of the Contract between the Union and the Employer for the term ending October 1, 1947, except for ARTICLE XI thereof are hereby incorporated and made a part of this Agreement, and shall govern the rights and duties of the parties hereto for the period commencing at 11:50 P.M., August 21, 1947, and ending at 12:00 Midnight, October 5, 1947.

(c) At 12:00 Midnight, October 5, 1947, the terms and provisions as herein set forth shall become effective and remain in effect through October 2, 1948.

(d) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 1, 1949.

ARTICLE XII

If the adoption of the new Agreement be delayed later than October 31, 1948, it shall be retroactive to October 2, 1948.

ARTICLE XIII

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

[fol. 127]

ARTICLE XIV

Laundry, tools and sharpening of tools to be furnished free of cost by employer.

ARTICLE XV

The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement. Frozen poultry may be sold from self-service cases during market hours as provided for in ARTICLE III.

ARTICLE XVI

.....agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the may apply for a withdrawal card, provided the request be accompanied by a similar request from the Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546 will furnish men who will work to the best interest of the employer in every way, just and lawful; who will give honest and diligent service to patrons of the employer's establishment; who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries; but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE XXI

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the
.....may apply for a withdrawal card, provided the request be accompanied by a similar request from the
.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an arbitration board consisting of two (2) members to be named by employees, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546 will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

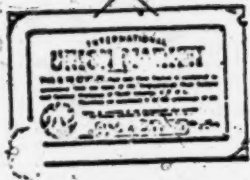
EMPLOYER:

SIGNED FOR LOCAL 546
AMALGAMATED MEAT CUT-
TERS AND BUTCHER WORK-
MEN OF NORTH AMERICA,
A. F. of L.

Address..... President:.....

Dated at Chicago....., 1947 Sec'y-Treas.:.....

Oct 7, 1948



AMALGAMATED MEAT CUTTERS
AND B.W OF N. A. 58C1415

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

Def. no. 401

R. EMMETT KELLY
Sec.-Treas. Local 546
130 N. Wells St., Chicago
Room 1602
FRanklin 2-0030

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 122 N. Wells St.

FILED

Articles of Agreement Governing Meat Markets in the City of
Chicago and County of Cook, entered into between.....
hereinafter called the "employer", all meat markets and chain store meat
markets, all combination Grocery and Meat Markets in Chicago and
County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F.
Of L.) acting as the Collective Bargaining Agent for its members. This
Contract approved and passed by the International Executive Board at
the General Office the third day of November, 1948.

MAY 28 1953

O'CLOCK
BERT A. WAGNER, JR.
CLERK

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the
parties hereto and for other good and valuable considerations, receipt of
which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall
be the sole and exclusive collective bargaining agency for and on behalf
of all meat cutters and butcher workmen employed by said employer on
their premises; including those workers processing, packing, wrapping
and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred
products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold cut, prepared and fabricated by meat department employees,
and said cutting, preparing, fabricating and packaging of above products
into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work
day, Monday through Saturday; work to begin at 8:30 A.M. and stop at
6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier
than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all

[fol. 129]

IN UNITED STATES
FOR THE NORTHERN DISTRICT
OF ILLINOIS
DEFENDANTS' EXHIBIT

request be accompanied by a similar request from the.....
Withdrawal card may be obtained
upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer
shall be referred to an Arbitration Board consisting of two (2) members
to be named by the Union, two (2) by the affected employer and one (1)
to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur
when arbitration has been requested by either party, provided that the
dispute has been heard and decided within a thirty (30) day period from
submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best
interest of the employer in every way, just and lawful, who will give
honest and diligent service to patrons of the employer's establishment
who will do everything within their power for the uplifting of the meat
industry.

ARTICLE XX

Any regular employee unable to work because of injuries received
during the regularly scheduled work-week and whose injuries arose out
of or during the course of his employment shall be entitled to a full day's
pay for each day lost because of such injuries, but not exceeding four (4)
days in any such work week; provided, however, that the employee shall
report upon receipt of the injury to the employer's physician whose
decision with respect to the length of time required off shall be controlling;
provided further, that nothing in this provision shall affect any rights
accrued to either party under the State Workmen's Compensation Act,
and that the employer shall receive credit for any payment made under
this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly author-
ized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Fed-
eral Law, Rule, or Regulation made pursuant thereto. If any part of
this Agreement is construed to be in such violation, then that part shall
be made null and void and the parties agree that they will immediately
begin negotiations to replace said void part with a valid provision.

EMPLOYER: SIGNED FOR LOCAL 546
AMALGAMATED MEAT CUT-
TERS AND BUTCHER WORK-
MEN OF NORTH AMERICA,
A. F. of L.

Address..... President:.....

Dated at Chicago....., 194... Sec'y-Treas.:.....

[fol. 132]

Chicago and County of Cook, entered into between..... hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. Of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the third day of November, 1948.

O'CLOCK

WAGNER, JR. CLERK

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work day, Monday through Saturday; work to begin at 8:30 A.M. and stop at 6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 8:30 A.M. Monday through Saturday.

(b) Five (5) days shall constitute the basic work week, to be worked Monday through Saturday, with one (1) full day off within each shop, for each employee at the employers discretion. The day off shall be rotated or in accordance with the mutual agreement of the employer and his employees.

(c) Market operating hours shall be 9:00 A.M. to 6:00 P.M., MONDAY THROUGH SATURDAY, inclusive.

(d) Any employee called to work on the sixth (6th) day in any regular work week, shall be guaranteed Four Hours and Fifteen Minutes work. Reporting time on the sixth (6th) day shall be at either 8:30 A.M. or 1:45 P.M.

[fol. 129]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 401

ARTICLE IV

(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) Employees who are absent the regularly scheduled work day before, or day after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, or the sixth (6th) day during a regular work week he shall be paid at the following rates:

	FULL DAY	HALF DAY
HEAD MEAT CUTTERS.....	\$16.00	\$9.00
JOURNEYMEN.....	13.00	8.50
1st YEAR APPRENTICES.....	9.50	5.00
2nd YEAR APPRENTICES.....	11.00	6.00
3rd YEAR APPRENTICES.....	12.00	7.00

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Seventy-eight Dollars and Fifty Cents (\$78.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Seventy-Two Dollars (\$72.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Fifteen Dollars (\$15.00) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a

Chicago and County of Cook, all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. Of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the thirty-first day of October, 1949.

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption.

will be sold cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work day, Monday through Saturday; work to begin at 8:30 A.M. and stop at 6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 8:30 A.M. Monday through Saturday.

(b) Five (5) days shall constitute the basic work week, to be worked Monday through Saturday, with one (1) full day off within each shop, for each employee at the employers discretion. The day off shall be rotated or in accordance with the mutual agreement of the employer and his employees.

(c) Market operating hours shall be 9:00 A.M. to 6:00 P.M., MONDAY THROUGH SATURDAY, inclusive.

(d) Any employee called to work on the sixth (6th) day in any regular work week, shall be guaranteed Four Hours and Fifteen Minutes work. Reporting time on the sixth (6th) day shall be at either 8:30 A.M. or 1:45 P.M.

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

604 1949

[fol. 130]

[fol. 133]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEPENDANTS' EXHIBIT 40J

1st YEAR APPRENTICES.....	0.50	5.00
2nd YEAR APPRENTICES.....	11.00	6.00
3rd YEAR APPRENTICES.....	12.00	7.00

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V.

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Seventy-eight Dollars and Fifty Cents (\$78.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Seventy-Two Dollars (\$72.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Fifteen Dollars (\$15.00) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) Overtime after eight and one-half (8½) hours in any one day may be worked at the following rates:

HEAD MEAT CUTTERS.....	\$2.77 per hour
JOURNEYMEN	2.54 per hour

APPRENTICES

FIRST YEAR	1.64 per hour
SECOND YEAR	1.85 per hour
THIRD YEAR	2.06 per hour

(c) Employees shall not take inventory outside of regular working hours.

ARTICLE VIII

APPRENTICE CLAUSE

(a) Employers are permitted to employ Apprentices not to exceed two (2) for each five (5) journeymen employed provided that a quarterly report shall be furnished to the local Union.

Weekly wage scale of Apprentices to be as follows:

FIRST YEAR	\$16.50
SECOND YEAR	52.50
THIRD YEAR	58.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE:

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 4, 1948, and shall expire at 12:00 Midnight, October 1, 1949.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 1, 1950.

ARTICLE IX

WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE:

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 4, 1948, and shall expire at 12:00 Midnight, October 1, 1949.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 1, 1950.

ARTICLE XII

If the adoption of the new Agreement be delayed later than October 31, 1949, it shall be retroactive to October 1, 1949.

ARTICLE XIII

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV

Laundry, tools and sharpening of tools to be furnished free of cost by employer.

[fol. 131]

ARTICLE XV

The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement. Frozen poultry may be sold from self-service cases during market hours as provided for in ARTICLE III.

ARTICLE XVI

.....agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the
.....may apply for a withdrawal card, provided the request be accompanied by a similar request from the
.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

1949-1950

**AMALGAMATED MEAT CUTTERS
AND B. W OF N. A.**

*Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor.*

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 128 N. Wells St.



R. EMMETT KELLY
Sec.-Treas. Local 546
120 N. Wells St. Chicago
Room 1602
Franklin 3-0030

DOCKET

FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into between..... hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. Of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the thirty-first day of October, 1949.

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

sliced boiled, baked or barbecued ham;
sliced packaged bacon;
sliced packaged dried beef;
sliced packaged Canadian bacon;
all smoked sausage;
canned and glassed meats of all kinds;
all ready to eat prepared meats, poultry and fish;
frozen packaged fish;
and all meats not for human consumption,

will be sold cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work day, Monday through Saturday; work to begin at 8:30 A.M. and stop at 6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all markets whether manned by one or more than one employee. Employees

[fol. 133]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXH.

ARTICLE IV

(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) Employees who are absent the regularly scheduled work day before, or day after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, or the sixth (6th) day during a regular work week he shall be paid at the following rates:

	FULL DAY	HALF DAY
HEAD MEAT CUTTERS.....	\$16.50	\$9.25
JOURNEYMEN	15.50	8.75
1st YEAR APPRENTICES.....	10.00	5.25
2nd YEAR APPRENTICES.....	11.50	6.25
3rd YEAR APPRENTICES.....	12.50	7.25

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Eighty-one Dollars and Fifty Cents (\$81.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Seventy-five Dollars (\$75.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Fifteen Dollars (\$15.00) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

1st YEAR APPRENTICES.....	10.00	5.55
2nd YEAR APPRENTICES.....	11.50	6.25
3rd YEAR APPRENTICES.....	12.50	7.25

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Eighty-one Dollars and Fifty Cents (\$81.50) weekly.

(b) All Journeymen meat cutters shall receive not less than Seventy-five Dollars (\$75.00) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages, or working conditions.

(c) Extra men to receive not less than Fifteen Dollars (\$15.00) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) Overtime after eight and one-half (8½) hours in any one day may be worked at the following rates:

HEAD MEAT CUTTERS.....\$2.88 per hour
JOURNEYMEN 2.64 per hour

APPRENTICES

FIRST YEAR 1.74 per hour
SECOND YEAR 1.95 per hour
THIRD YEAR 2.17 per hour

(c) Employees shall not take inventory outside of regular working hours.

ARTICLE VIII

APPRENTICE CLAUSE

(a) Employers are permitted to employ Apprentices not to exceed two (2) for each five (5) journeymen employed provided that a quarterly report shall be furnished to the local Union.

Weekly wage scale of Apprentices to be as follows:

FIRST YEAR\$49.50

SECOND YEAR 55.50

THIRD YEAR 61.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE:

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 3, 1949, and shall expire at 12:00 Midnight, September 30, 1950.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 3, 1951.

THE FOLLOWING CLAUSES (A), (B) AND (C)
SHALL AUTOMATICALLY BECOME EFFECTIVE:

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These shop cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 3, 1949, and shall expire at 12:00 Midnight, September 30, 1950.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 1, 1951.

ARTICLE XII

If the adoption of the new Agreement be delayed later than October 31, 1950, it shall be retroactive to September 30, 1950.

ARTICLE XIII

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV

Laundry, tools and sharpening of tools to be furnished free of cost by employer.

ARTICLE XV

The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement. Frozen poultry may be sold from self-service cases during market hours as provided for in ARTICLE III.

ARTICLE XVI

.....agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the
.....may apply for a withdrawal card, provided the request be accompanied by a similar request from the.....
.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

ARTICLE XXII

The parties agree that during the life of this agreement both parties will meet at reasonable times for the purpose of agreeing to mutually satisfactory terms and conditions of employment.

.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected:

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

ARTICLE XXII

The parties agree that during the life of this agreement both parties will meet at reasonable times for the purpose of agreeing to mutually satisfactory terms and conditions of employment respecting self service markets.

SIGNED FOR LOCAL 546, AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, A. F. of L.

President.....

Sec'y-Treas.....

EMPLOYER:.....

.....

.....

Address.....

Dated at Chicago....., 19.....

[fol. 136]

1951-1952



E. EMMETT KELLY
Sec. - Treas. Local 546
130 N. Wells St., Chicago
Room 1602
Franklin 2-0030

AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 128 North Wells Street

Articles of Agreement Governing Meat Markets in the City of
Chicago and County of Cook; entered into between.....
hereinafter called the "employer", all meat markets and chain store meat
markets, all combination Grocery and Meat Markets in Chicago and
County of Cook; and the AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. of L.)
acting as the Collective Bargaining Agent for its members. This Contract
approved and passed by the International Executive Board at the
General Office the nineteenth day of October, 1951.

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the
parties hereto and for other good and valuable considerations, receipt
of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall
be the sole and exclusive collective bargaining agency for and on behalf
of all meat cutters and butcher workmen employed by said employer on
their premises; including those workers processing, packing, wrapping
and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred
products, fresh or frozen, except

sliced boiled, baked or barbecued ham;
sliced packaged bacon;
sliced packaged dried beef;
sliced packaged Canadian bacon;
all smoked sausage;
canned and glassed meats of all kinds;
all ready to eat prepared meats, poultry and fish;
frozen packaged fish;
and all meats not for human consumption,

will be sold cut, prepared and fabricated by meat department employees,
and said cutting, preparing, fabricating and packaging of above products
into retail cuts will be done on the premises or immediately adjacent
thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work
day, Monday through Saturday; work to begin at 8:30 A.M. and stop at
6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier
than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all
markets whether manned by one or more than one employee. Employees
must be dressed and ready for work at 8:30 A.M. Monday through

.....may apply for a withdrawal card, provided the
request be accompanied by a similar request from the.....
.....Withdrawal card may be obtained
upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer
shall be referred to an Arbitration Board consisting of two (2) members
to be named by the Union, two (2) by the affected employer and one (1)
to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur
when arbitration has been requested by either party, provided that the
dispute has been heard and decided within a thirty (30) day period
from submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best
interest of the employer in every way, just and lawful, who will give
honest and diligent service to patrons of the employer's establishment,
who will do everything within their power for the uplifting of the meat
industry.

ARTICLE XX

Any regular employee unable to work because of injuries received
during the regularly scheduled work-week and whose injuries arose out
of or during the course of his employment shall be entitled to a full day's
pay for each day lost because of such injuries, but not exceeding four (4)
days in any such work week; provided, however, that the employee shall
report upon receipt of the injury to the employer's physician whose
decision with respect to the length of time required off shall be control-
ling; provided further, that nothing in this provision shall effect any
rights accrued to either party under the State Workmen's Compensation
Act, and that the employer shall receive credit for any payment made
under this provision should compensation be awarded by the State Com-
mission.

The parties hereto certify that they are empowered and duly author-
ized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Fed-
eral Law, Rule, or Regulation made pursuant thereto. If any part of
this Agreement is construed to be in such violation, then that part shall
be made null and void and the parties agree that they will immediately
begin negotiations to replace said void part with a valid provision.

ARTICLE XXII

The parties agree that during the life of this agreement both parties
will meet at reasonable times for the purpose of agreeing to mutually
satisfactory terms and conditions of employment respecting self service
markets.

SIGNED FOR LOCAL 546, AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF NORTH AMERICA, A. F. of L.

President.....

Sec'y-Treas.....

EMPLOYER:.....

Address.....

Dated at Chicago....., 19.....

FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

[fol. 137]

IN UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT
OF ILLINOIS

DEFENDANT'S EXHIBIT

[fol. 140]

64
Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into between..... hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the nineteenth day of October, 1951.

ARTICLE I

FOR AND IN CONSIDERATION OF the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

58CM45
FILED
MAY 28 1963
AT 0'CLOCK
ELBERT A. WAGNER, JR.
CLERK

ARTICLE II

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work day, Monday through Saturday; work to begin at 8:30 A.M. and stop at 6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 8:30 A.M. Monday through Saturday.

(b) Five (5) days shall constitute the basic work week, to be worked Monday through Saturday, with one (1) full day off within each shop, for each employee at the employers discretion. The day off shall be rotated or in accordance with the mutual agreement of the employer and his employees.

(c) Market operating hours shall be 9:00 A.M. to 6:00 P.M., MONDAY THROUGH SATURDAY, inclusive.

(d) Any employee called to work on the sixth (6th) day in any regular work week, shall be guaranteed Four hours and Fifteen Minutes work. Reporting time on the sixth (6th) day shall be either 8:30 A.M. or 1:45 P.M.

[fol. 137]
IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 40K

ARTICLE IV

(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) Employees who are absent the regularly scheduled work day before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, or the sixth (6th) day during a regular work week he shall be paid at the following rates:

	FULL DAY	HALF DAY
HEAD MEAT CUTTERS.....	\$18.75	\$9.75
JOURNEYMEN	17.25	9.25
1st YEAR APPRENTICES.....	12.00	6.50
2nd YEAR APPRENTICES.....	13.00	7.00
3rd YEAR APPRENTICES.....	14.25	7.75

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Ninety-one Dollars (\$91.00) weekly.

(b) All Journeymen meat cutters shall receive not less than Eighty-four Dollars and Fifty Cents (\$84.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(c) Extra men to receive not less than Seventeen Dollars and Twenty-five Cents (\$17.25) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the above stated hours shall be served.

B. EMMETT KELLY
Sec. Treas. Local 546
110 N. Wells St., Chicago
Room 1602
Franklin 3-4030

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each month at Meat Cutters Hall, 128 North Wells Street

SELF-SERVICE CONTRACT
AMALGAMATED MEAT CUTTERS
AND B. W. OF N. A.

LOCAL 546

Articles of agreement governing self-service meat markets in the City of Chicago and County of Cook entered into between

hereinafter called the EMPLOYER, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) hereinafter sometimes referred to as the UNION, acting as the exclusive collective bargaining agent for all employees covered by this agreement.

ARTICLE I

SCOPE OF CONTRACT

It is agreed that this contract shall govern the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SELF-SERVICE MEAT MARKETS only within the geographical jurisdiction of LOCAL 546 and that the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SERVICE MEAT MARKETS are covered by a separate contract. It is further agreed that the EMPLOYER shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the EMPLOYER'S markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

ARTICLE II

JURISDICTION

(a) The EMPLOYER recognizes and agrees that said UNION is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said EMPLOYER who process, pack, wrap, handle and sell frozen and fresh meats on EMPLOYER'S premises, and that it will not negotiate with any but the duly elected officers of the UNION nor contract with anyone not affiliated with the UNION.

(b) Processing. The parties agree that in self-service markets the members of the UNION shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto.

(c) Sale. The parties further agree that in self-service markets members of the UNION shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meats, whether fresh or frozen, including delicatessen meats, but excepting sliced package bacon, sliced package Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption; provided further that the market manager shall receive credit for the sale of all products subject to the Union's jurisdiction.

(d) Definitions of Self-Service, Service and Semi-Self-Service. A self-service market is one in which fresh or frozen beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh or frozen beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this SELF-SERVICE CONTRACT.

If no fresh or frozen beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a SERVICE MARKET and shall be operated in accordance with the SERVICE CONTRACT. It is further expressly

every employee may have equal and easy access to UNION shop cards in all establishments wherein UNION meat cutters are employed. These cards shall remain the property of the UNION, and the EMPLOYER shall have their usage only until such time as the UNION shall request their return. The EMPLOYER agrees to surrender same immediately upon demand by the UNION.

ARTICLE XV

ARBITRATION

Should any dispute or grievance arise between the EMPLOYER and the UNION or between the EMPLOYER and its employees, concerning the application and/or construction of this contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act in his behalf on said arbitration board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act in his behalf on said arbitration board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under ARTICLE 2 (d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the arbitrator appointed by it. The compensation and expenses of the third arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

The UNION reserves the right to strike and/or picket the plant of the EMPLOYER in the event the EMPLOYER shall fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof. The EMPLOYER reserves the right to declare a lockout should the UNION fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof.

ARTICLE XVI

ABSENCES DUE TO INJURIES

Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such workweek, provided, however, that the employee shall report upon receipt of the injury to the EMPLOYER'S physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the EMPLOYER shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

ARTICLE XVII

Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

[fol. 138]

[fol. 141]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 40L

144

[fol. 144]

147

2nd YEAR APPRENTICES.....	13.00	7.00
3rd YEAR APPRENTICES.....	14.25	7.75

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Ninety-one Dollars (\$91.00) weekly.

(b) All Journeymen meat cutters shall receive not less than Eighty-four Dollars and Fifty Cents (\$84.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(c) Extra men to receive not less than Seventeen Dollars and Twenty-five Cents (\$17.25) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) Overtime after eight and one-half (8½) hours in any one day may be worked at the following rates:

HEAD MEAT CUTTERS.....	\$3.21 per hour
JOURNEYMEN	2.98 per hour

APPRENTICES

FIRST YEAR.....	2.09 per hour
SECOND YEAR.....	2.29 per hour
THIRD YEAR	2.51 per hour

(c) Employees shall not take inventory outside of regular working hours.

ARTICLE VIII

APPRENTICE CLAUSE

(a) Employers are permitted to employ Apprentices not to exceed two (2) for each five (5) journeymen employed provided that a quarterly report shall be furnished to the local Union.

Weekly wage scale of Apprentices to be as follows:

FIRST YEAR	\$59.00
SECOND YEAR	65.00
THIRD YEAR	71.00

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 1, 1951, and shall expire at 12:00 Midnight, October 4, 1952.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 4, 1953.

ARTICLE XII

If the adoption of the new Agreement be delayed, then...

ARTICLE IX

WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 1, 1951, and shall expire at 12:00 Midnight, October 4, 1952.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 4, 1953.

ARTICLE XII

If the adoption of the new Agreement be delayed later than November 4, 1952, it shall be retroactive to October 5, 1952.

ARTICLE XIII

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV

Laundry, tools and sharpening of tools to be furnished free of cost by employer.

ARTICLE XV

The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement. Frozen poultry may be sold from self-service cases during market hours as provided for in ARTICLE III.

ARTICLE XVI

.....agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the.....
.....may apply for a withdrawal card, provided the request be accompanied by a similar request from the.....
.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall effect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

ARTICLE XXII

1952-3-4



AMALGAMATED MEAT CUTTERS AND B. W OF N. A.

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

R. EDUETT KELLY
Sec. Treas. Local 546
100 N. Wells St., Chicago
Room 1802
Franklin 2-8835

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 128 North Wells Street

DOCKET

FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

SELF-SERVICE CONTRACT AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

LOCAL 546

Articles of agreement governing self-service meat markets in the City
of Chicago and County of Cook entered into between

hereinafter called the EMPLOYER, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) hereinafter sometimes referred to as the UNION, acting as the exclusive collective bargaining agent for all employees covered by this agreement.

ARTICLE I

SCOPE OF CONTRACT

It is agreed that this contract shall govern the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SELF-SERVICE MEAT MARKETS only within the geographical jurisdiction of LOCAL 546 and that the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SERVICE MEAT MARKETS are covered by a separate contract. It is further agreed that the EMPLOYER shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the EMPLOYER'S markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

ARTICLE II

JURISDICTION

(a) The EMPLOYER recognizes and agrees that said UNION is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said EMPLOYER who process, pack, wrap, handle and sell frozen and fresh meats on EMPLOYER'S premises; and that it will not negotiate with any but the duly elected officers of the UNION nor contract with anyone not affiliated with the UNION.

(b) Processing. The parties agree that in self-service markets the members of the UNION shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto.

(c) Sale. The parties further agree that in self-service markets members of the UNION shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meats, whether fresh or frozen, including delicatessen meats but excepting sliced package bacon and package Corned Beef.

[fol. 141]

IN UNITED STATES I
FOR THE NORTHERN DIS

DEFENDANTS' EX

understood and agreed that if all fresh or frozen beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the UNION under the SERVICE CONTRACT shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the SERVICE CONTRACT.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the service contract or a self-service market subject to the terms and conditions of this contract, the decision of the UNION shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

ARTICLE III

WORKING HOURS — WORKWEEK

(a) Basic Work Day. Eight (8) hours shall constitute the basic work day. Work shall begin at 9:00 A.M. and shall cease at 6:00 P.M. One (1) hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. There shall be no clean-up time after 6:00 P.M., except clean-up may be performed after 6:00 P. M. provided that overtime is paid for all work performed after 6:00 P.M.

(b) Basic Workweek. Five (5) basic work days (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the EMPLOYER'S discretion except that it may be rotated or changed in accordance with the mutual agreement of the EMPLOYER and his employees.

(c) Rest Period. Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times:

Cutting Room Employees: 10:00 A.M. to 10:10 A.M. and 3:00 P.M. to 3:10 P.M. Packaging Room Employees including Employees Servicing the Self-Service Counters: 10:10 A.M. to 10:20 A. M. and 3:10 P.M. to 3:20 P.M.

(d) Sixth Day Guarantee. Any employee called to work on the sixth day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day of work). Reporting time on the sixth day shall be either 9:00 A.M. or 2:00 P.M. It is agreed that the Head Meat Cutters and Journeymen will be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

(e) Inventory. Employees shall not take inventory outside of regular working hours.

ARTICLE IV

MARKET OPERATING HOURS

Market operating hours shall be 9:00 A.M. to 6:00 P.M. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above. In those stores in which the grocery departments remain open after 6:00 P.M. only those products excepted under ARTICLE 2 (c) (sliced package baco, sliced package Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption) may be sold after 6:00 P.M. The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof the extension shall likewise apply to the market operating hours of self-service markets.

ARTICLE V

WAGES

(a) Wage Scale. Not less than the following wages shall be paid during the term of this contract:

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates Full Day Half Day
Head Meat Cutters	\$101.00	\$21.00 \$10.75

contract, the decision of the UNION shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

ARTICLE III

WORKING HOURS -- WORKWEEK

(a) Basic Work Day. Eight (8) hours shall constitute the basic work day. Work shall begin at 9:00 A.M. and shall cease at 6:00 P.M. One (1) hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. There shall be no clean-up time after 6:00 P.M., except clean-up may be performed after 6:00 P. M. provided that overtime is paid for all work performed after 6:00 P.M.

(b) Basic Workweek. Five (5) basic work days (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the EMPLOYER'S discretion except that it may be rotated or changed in accordance with the mutual agreement of the EMPLOYER and his employees.

(c) Rest Period. Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times:

Cutting Room Employees: 10:00 A.M. to 10:10 A.M. and 3:00 P.M. to 3:10 P.M. Packaging Room Employees including Employees Servicing the Self-Service Counters: 10:10 A.M. to 10:20 A. M. and 3:10 P.M. to 3:20 P.M.

(d) Sixth Day Guarantee. Any employee called to work on the sixth day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day of work). Reporting time on the sixth day shall be either 9:00 A.M. or 2:00 P.M. It is agreed that the Head Meat Cutters and Journeymen will be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

(e) Inventory. Employees shall not take inventory outside of regular working hours.

ARTICLE IV

MARKET OPERATING HOURS

Market operating hours shall be 9:00 A.M. to 6:00 P.M. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above. In those stores in which the grocery departments remain open after 6:00 P.M. only those products excepted under ARTICLE 2 (c) (sliced package bacon, sliced package Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption) may be sold after 6:00 P.M. The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof the extension shall likewise apply to the market operating hours of self-service markets.

ARTICLE V

WAGES

(a) Wage Scale. Not less than the following wages shall be paid during the term of this contract:

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates Full Day	Half Day
Head Meat Cutters	\$101.00	\$21.00	\$10.75
Journeymen	94.50	19.50	10.00
Apprentices			
First Year	64.00	13.00	7.00
Second Year	70.00	14.25	7.50
Third Year	76.00	15.50	8.25

(b) Extra Men. Extra men shall be paid the rates set out above for journeymen.

(c) Extra Day Rates. The extra day rates set out above shall be paid whenever an employee works the sixth day of a regular workweek or the fifth day during a holiday week.

ARTICLE VI

HOLIDAYS

(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) Employees who are absent the regularly scheduled work day before, or after a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive pay for a basic workweek (5 days—40 hours) for four days (32 hours) of work and pay for six full days (48 hours) for five days (40 hours) of work.

ARTICLE VII

OVER TIME

Overtime after eight (8) hours in any one day may be worked at the following rates:

Head Meat Cutters	\$3.79 per hour
Journeyman	3.54 per hour
Apprentices	
1st Year	2.40 per hour
2nd Year	2.63 per hour
3rd Year	2.85 per hour

ARTICLE VIII

CLASSIFICATION OF EMPLOYEES

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market.

(b) The EMPLOYER is permitted to employ apprentices at a ratio of not exceeding two for each five journeymen employed in EMPLOYER'S self-service markets within the jurisdiction of the UNION. A quarterly report covering the employment of apprentices shall be furnished the UNION. EMPLOYER agrees to rotate all apprentices in EMPLOYER'S self-service markets so as to give them sufficient well-rounded experience to qualify them as journeymen meat cutters after three years' service. After three years' service, they shall be classified as journeymen and paid the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

VACATIONS

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

(b) Whenever a holiday listed in ARTICLE 6 falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the EMPLOYER'S option.

ARTICLE X

LOCAL 546, if requested, will furnish men, insofar as they are available, who will work to the best interest of the EMPLOYER in every way, just and lawful, who will give honest and diligent service to patrons of the EMPLOYER'S establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XI

When permitted by law, the provisions of the ARTICLE shall automatically become effective.

(a) When in need of help, the EMPLOYER must give preference to members in good standing in the UNION.

(b) The EMPLOYER agrees to employ and keep in employment only such persons who, thirty (30) days after the effective date hereof or thirty

Journey men	
Apprentices	
1st Year	2.40 per hour
2nd Year	2.63 per hour
3rd Year	2.85 per hour

ARTICLE VIII

CLASSIFICATION OF EMPLOYEES

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market.

(b) The EMPLOYER is permitted to employ apprentices at a ratio of not exceeding two for each five journeymen employed in EMPLOYER'S self-service markets within the jurisdiction of the UNION. A quarterly report covering the employment of apprentices shall be furnished the UNION. EMPLOYER agrees to rotate all apprentices in EMPLOYER'S self-service markets so as to give them sufficient well-rounded experience to qualify them as journeymen meat cutters after three years' service. After three years' service, they shall be classified as journeymen and paid the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

VACATIONS

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

(b) Whenever a holiday listed in ARTICLE 6 falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the EMPLOYER'S option.

ARTICLE X

LOCAL 546, if requested, will furnish men, insofar as they are available, who will work to the best interest of the EMPLOYER in every way, just and lawful, who will give honest and diligent service to patrons of the EMPLOYER'S establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XI

When permitted by law, the provisions of the ARTICLE shall automatically become effective.

(a) When in need of help, the EMPLOYER must give preference to members in good standing in the UNION.

(b) The EMPLOYER agrees to employ and keep in employment only such persons who, thirty (30) days after the effective date hereof or thirty (30) days after commencement of employment whichever is later, are, and thereafter continue to remain members in good standing of said UNION. The EMPLOYER agrees that, upon written notice from the UNION, they will discharge at the UNION'S request any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

ARTICLE XII

DISMISSALS

No employee shall be discharged without good and sufficient cause. Drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal. No man can be dismissed providing preference be given to UNION men in replacing help.

[fol. 143]

ARTICLE XIII

TOOLS; PACKAGING EQUIPMENT RESTRICTION

(a) Laundry, tools and sharpening of tools shall be furnished free of cost by EMPLOYER.

(b) The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment and other tools which the EMPLOYER may use shall be determined by the EMPLOYER; provided, however, that the EMPLOYER shall neither install nor use any automatic packaging equipment not now being used by the EMPLOYER, other than an improvement on equipment presently being used and also excepting vacuum sealing equipment, without first securing the UNION'S approval.

ARTICLE XIV

DISPLAY OF CONTRACT AND UNION SHOP CARDS

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the EMPLOYER to prominently display UNION shop cards in all establishments wherein UNION meat cutters are employed. These cards shall remain the property of the UNION, and the EMPLOYER shall have their usage only until such time as the UNION shall request their return. The EMPLOYER agrees to surrender same immediately upon demand by the UNION.

ARTICLE XV

ARBITRATION

Should any dispute or grievance arise between the EMPLOYER and the UNION or between the EMPLOYER and its employees, concerning the application and/or construction of this contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act in his behalf on said arbitration board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act in his behalf on said arbitration board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under ARTICLE 2 (d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the arbitrator appointed by it. The compensation and expenses of the third arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

The UNION reserves the right to strike and/or picket the plant of the EMPLOYER in the event the EMPLOYER shall fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof. The EMPLOYER reserves the right to declare a lockout should the UNION fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof.

ARTICLE XVI

ABSENCES DUE TO INJURIES

Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during

ARTICLE XVIII

EFFECTIVE DATE AND TERM

(a) The term of the agreement shall begin December 1, 1952 and shall expire at 12:00 midnight, October 2, 1954. It is understood and agreed, however, that under current wage stabilization regulations this contract cannot be made operative until the specific wage rates provided herein (and no lesser wage rates) are approved by the proper wage stabilization authorities. In the event wage stabilization restrictions become inoperative or are modified so as to make specific approval unnecessary, then operations under this contract may begin at any time. The UNION and EMPLOYER agree to cooperate at all times in petitioning the Wage Stabilization Board for approval of the wage rates contained herein and to use their best influence to secure such approval.

(b) Either party may reopen this contract as to wage rates only on October 4, 1953 by giving the other party not less than sixty (60) days prior written notice; provided, however, that during the term of this contract the wage rates for self-service markets shall not exceed the wage rates in service markets by more than \$2.00 per week for apprentices and \$7.00 per week for journeymen and head meat cutters.

(c) If either party reopens this contract as to wage rates on October 4, 1953 and agreement as to such new wage rates, if any, is delayed later than November 4, 1953, then the new wage rates shall be retroactive to October 5, 1953.

ARTICLE XIX

The UNION agrees that during the term of this agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this contract except upon the condition that this EMPLOYER shall receive the benefit of any more favorable terms granted to such other employer.

ARTICLE XX

The parties hereto certify that they are empowered and duly authorized to sign this agreement.

ARTICLE XXI

Nothing herein contained shall limit the right of the EMPLOYER or of the UNION to make use of such economic rights as such party possesses in event of either a breach of this contract or the reaching of an impasse on any wage reopening; provided, however, that there shall be no strike, picketing or lockout for any cause whatsoever during the period of any arbitration proceeding. An arbitration proceeding shall commence on the day either party demands arbitration and shall end on the day the decision is rendered.

ARTICLE XXII

This Contract approved and passed by the International Executive Board of the Union at the General Office the 10th day of November, 1952.

EXECUTED AT CHICAGO, ILLINOIS THIS 11th DAY OF NOVEMBER, 1952.

LOCAL 546, Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L.

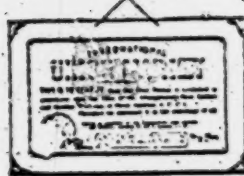
By _____ President

By _____ Secretary-Treasurer

Employer _____

By _____

1952-3-4



B. EDGEMOTT KELLY
Sec.-Treas. Local 546
130 N. Wells St., Chicago
Room 1602
Franklin 2-9930

AMALGAMATED MEAT CUTTERS AND B. W OF N. A.

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

LOCAL 546

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 138 North Wells Street

SERVICE CONTRACT

FILED

MAY 28 1963

AT 0-CLOCK
ELBERT A. WAGNER, JR.
CLEA

POCKETED

Articles of Agreement Governing Meat Markets in the City of
Chicago and County of Cook, entered into between.....

hereinafter called the "employer", all meat markets and chain store meat
markets; all combination Grocery and Meat Markets in Chicago and
County of Cook; and the AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. of L.)
acting as the Collective Bargaining Agent for its members. This Contract
approved and passed by the International Executive Board at the
General Office the nineteenth day of October, 1952.

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the
parties hereto and for other good and valuable considerations, receipt
of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall
be the sole and exclusive collective bargaining agency for and on behalf
of all meat cutters and butcher workmen employed by said employer on
their premises; including those workers processing, packing, wrapping
and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred
products, fresh or frozen, except

sliced boiled, baked or barbecued ham;
sliced packaged bacon;
sliced packaged dried beef;
sliced packaged Canadian bacon;
all smoked sausage;
canned and glassed meats of all kinds;
all ready to eat prepared meats, poultry and fish;
frozen packaged fish;
and all meats not for human consumption,

will be sold, cut, prepared and fabricated by meat department em-
ployees, and said cutting, preparing, fabricating and packaging of above
adjacent thereto.

ARTICLE III WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work
day, Monday through Saturday; work to begin at 8:30 A.M. and stop at
6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier
than 11:00 A.M. nor end later than 2:00 P.M. This to apply to all

[fol. 146]

DEPENDANTS IX

IN UNITED STATES I
FOR THE NORTHERN DIS

FILED

MAY 28 1963

AT 10 O'CLOCK
ELBERT A. WAGNER, JR.
Clerk

DOCKETED

Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into between.....

hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. Of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the nineteenth day of October, 1952.

ARTICLE I

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE II

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

sliced boiled, baked or barbecued ham;
sliced packaged bacon;
sliced packaged dried beef;
sliced packaged Canadian bacon;
all smoked sausage;
canned and glassed meats of all kinds;
all ready to eat prepared meats, poultry and fish;
frozen packaged fish;
and all meats not for human consumption,

will be sold, cut, prepared and fabricated by meat department employees into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE III

WORKING HOURS

(a) Eight and one-half (8½) hours shall constitute the basic work day, Monday through Saturday; work to begin at 8:30 A.M. and stop at 6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 8:30 A.M. Monday through Saturday.

(b) Five (5) days shall constitute the basic work week, to be worked Monday through Saturday, with one (1) full day off within each shop, for each employee at the employers discretion. The day off shall be rotated or in accordance with the mutual agreement of the employer and his employees.

(c) Market operating hours shall be 9:00 A.M. to 6:00 P.M., MONDAY THROUGH SATURDAY, inclusive.

(d) Any employee called to work on the sixth (6th) day in any regular work week, shall be guaranteed Four Hours and Fifteen Minutes work. Reporting time on the sixth (6th) day shall be either 8:30 A.M. or 1:45 P.M.

[fol. 146]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 40M

(c) Effective October 4, 1953, the work week shall be reduced to 40 hours to be worked in five days. The parties agree to meet at least 30 days prior to October 4, 1953, to agree upon a uniform scheduling of the work week. In no event shall the scheduling of such work week permit staggering hours within the day.

ARTICLE IV

(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) Employees who are absent ~~the~~ regularly scheduled work day before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, or the sixth (6th) day during a regular work week he shall be paid at the following rates:

	FULL DAY	HALF DAY
HEAD MEAT CUTTERS.....	\$19.35	\$10.05
JOURNEYMEN	17.85	9.55
1st YEAR APPRENTICES.....	12.60	6.80
2nd YEAR APPRENTICES.....	13.60	7.30
3rd YEAR APPRENTICES.....	14.85	8.05

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Ninety-four Dollars (\$94.00) weekly.

(b) All Journeymen meat cutters shall receive not less than Eighty-seven Dollars and Fifty Cents (\$87.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(c) Extra men to receive not less than Seventeen Dollars and Eighty-five Cents (\$17.85) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

HEAD MEAT CUTTERS.....	\$10.35	\$10.05
JOURNEYMEN	17.85	9.55
1st YEAR APPRENTICES.....	12.60	6.80
2nd YEAR APPRENTICES.....	13.60	7.30
3rd YEAR APPRENTICES.....	14.85	8.05

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE V

HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE

(a) The term "Head Meat Cutter" shall be construed to mean a journeyman-meat cutter who is responsible for the efficient management of the market and shall receive not less than Ninety-four Dollars (\$94.00) weekly.

(b) All Journeymen meat cutters shall receive not less than Eighty-seven Dollars and Fifty Cents (\$87.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(c) Extra men to receive not less than Seventeen Dollars and Eighty-five Cents (\$17.85) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE VI

(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE XVIII.

(b) Whenever a holiday as listed in ARTICLE IV falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employers option.

ARTICLE VII

(a) It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in ARTICLE III, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) Such clean-up time shall not be utilized to prepare for the following days business and shall not be accumulative from day to day.

(c) Overtime after eight and one-half (8½) hours in any one day may be worked at the following rates:

HEAD MEAT CUTTERS.....	\$3.32 per hour
JOURNEYMEN	3.09 per hour

APPRENTICES

FIRST YEAR..... 2.19 per hour
SECOND YEAR 2.40 per hour
THIRD YEAR 2.61 per hour

(c) Employees shall not take inventory outside of regular working hours.

ARTICLE VIII

APPRENTICE CLAUSE

(a) Employers are permitted to employ Apprentices not to exceed two (2) for each five (5) journeymen employed provided that a quarterly report shall be furnished to the local Union.

Weekly wage scale of Apprentices to be as follows:

FIRST YEAR\$62.00
SECOND YEAR 68.00
THIRD YEAR 74.00

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 5, 1952, and shall expire at 12:00 Midnight, October 2, 1954.

(b) Either party may, upon 60 days' written notice prior to October 4, 1953, open this agreement effective October 4, 1953 for the negoti-

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE IX

WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE

(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE X

It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE XI

(a) The terms of this Agreement shall commence October 5, 1952, and shall expire at 12:00 Midnight, October 2, 1954.

(b) Either party may, upon 60 days' written notice prior to October 4, 1953, open this agreement effective October 4, 1953 for the negotiation of such wage rates only as they appear in this Agreement.

(c) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 1, 1955.

ARTICLE XII

If the adoption of the new Agreement be delayed later than November 2, 1954, it shall be retroactive to October 3, 1954.

ARTICLE XIII

This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE XIV

Laundry, tools and sharpening of tools to be furnished free of cost by employer.

ARTICLE XV

The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement. Frozen poultry may be sold from self-service cases during market hours as provided for in ARTICLE III.

ARTICLE XVI

.....agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE XVII

Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the.....
.....may apply for a withdrawal card, provided the request be accompanied by a similar request from the.....
.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

ARTICLE XXII

The parties agree that during the life of this agreement both parties will meet at reasonable times for the purpose of agreeing to mutually

ARTICLE XVIII

ARBITRATION CLAUSE

All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE XIX

Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE XX

Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE XXI

Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

ARTICLE XXII

The parties agree that during the life of this agreement both parties will meet at reasonable times for the purpose of agreeing to mutually satisfactory terms and conditions of employment respecting self service markets.

SIGNED FOR LOCAL 546, AMALGAMATED MEAT CUTTERS
BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A.F. OF L.)

President.....

Sec'y-Treas.....

EMPLOYER:.....

.....

.....

Address.....

Dated at Chicago....., 19.....

[fol. 149]

1933-4

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA

LOCAL 546

Def. no. ex. 40 N

R. EMMETT KELLY
Sec'y-Treas. Local 546
130 N. Wells St., Chicago
Room 1606
Franklin 2-0030

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 130 North Wells Street

SELF-SERVICE CONTRACT

AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

Articles of Agreement governing self-service meat markets in the City of Chicago and County of Cook

entered into between.....
Hereinafter called the EMPLOYER, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) hereinafter sometimes referred to as the UNION, acting as the exclusive collective bargaining agent for all employees covered by this agreement.

ARTICLE 1—SCOPE OF CONTRACT—It is agreed that this contract shall govern the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SELF-SERVICE MEAT MARKETS only within the geographical jurisdiction of LOCAL 546 and that the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SERVICE MEAT MARKETS are covered by a separate contract. It is further agreed that the EMPLOYER shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the EMPLOYER'S markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

ARTICLE 2—JURISDICTION—(a) The EMPLOYER recognizes and agrees that said UNION is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said EMPLOYER who process, pack, wrap, handle and sell frozen and fresh meats on EMPLOYER'S premises, and that it will not negotiate with any but the duly elected officers of the UNION nor contract with anyone not affiliated with the UNION.

(b) Processing. The parties agree that in self-service markets the members of the UNION shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto.

(c) Sale. The parties further agree that in self-service markets members of the UNION shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meats, whether fresh or frozen, including delicatessen meats, but excepting sliced package bacon, sliced package Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption; provided further that the market manager shall receive credit for the sale of all products subject to the Union's jurisdiction.

(d) Definitions of Self-Service, Service and Semi-Self-Service. A self-service market is one in which fresh or frozen beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh or frozen beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this SELF-

If no fresh or frozen beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a SERVICE MARKET and shall be operated in accordance with the SERVICE CONTRACT. It is further expressly understood and agreed that if all fresh or frozen beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the UNION under the SERVICE CONTRACT shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the SERVICE CONTRACT.

It is further agreed that whether a meat market shall be classed as a service market subject to the terms

[fol. 150]

IN UNITED STATES DISTRICT
FOR THE NORTHERN DISTRICT

DEPENDANTS' EXHIBIT

entered into between.....

hereinafter called the EMPLOYER, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) hereinafter sometimes referred to as the UNION, acting as the exclusive collective bargaining agent for all employees covered by this agreement.

ARTICLE 1—SCOPE OF CONTRACT—It is agreed that this contract shall govern the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SELF-SERVICE MEAT MARKETS only within the geographical jurisdiction of LOCAL 546 and that the hours, wages and other conditions of employment of EMPLOYER'S meat department employees in SERVICE MEAT MARKETS are covered by a separate contract. It is further agreed that the EMPLOYER shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the EMPLOYER'S markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

ARTICLE 2—JURISDICTION—(a) The EMPLOYER recognizes and agrees that said UNION is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said EMPLOYER who process, pack, wrap, handle and sell frozen and fresh meats on EMPLOYER'S premises, and that it will not negotiate with any but the duly elected officers of the UNION nor contract with anyone not affiliated with the UNION.

(b) **Processing.** The parties agree that in self-service markets the members of the UNION shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto.

(c) **Sale.** The parties further agree that in self-service markets members of the UNION shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meats, whether fresh or frozen, including delicatessen meats, but excepting sliced package bacon, sliced package Canadian bacon, canned and glassed meats of all kinds, and all meats not for human consumption; provided further that the market manager shall receive credit for the sale of all products subject to the Union's jurisdiction.

(d) **Definitions of Self-Service, Service and Semi-Self-Service.** A self-service market is one in which fresh or frozen beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh or frozen beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this SELF-

If no fresh or frozen beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a SERVICE MARKET and shall be operated in accordance with the SERVICE CONTRACT. It is further expressly understood and agreed that if all fresh or frozen beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the UNION under the SERVICE CONTRACT shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the SERVICE CONTRACT.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the service contract or a self-service market subject to the terms and conditions of this contract, the decision of the UNION shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

ARTICLE 3—WORKING HOURS—WORKWEEK—(a) **Basic Work Day.** Eight (8) hours shall constitute the basic work day. Work shall begin at 9:00 A.M. and shall cease at 6:00 P.M. One (1) hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. There shall be no clean-up time after 6:00 P.M., except clean-up may be performed after 6:00 P.M. provided that overtime is paid for all work performed after 6:00 P.M.

[fol. 150]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEPENDANTS' EXHIBIT 40N

153

DOCKETED

FILED

(b) **Basic Workweek.** Five (5) basic work days (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the EMPLOYER'S discretion except that it may be rotated or changed in accordance with the mutual agreement of the EMPLOYER and his employees.

(c) **Rest Period.** Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees: 10:00 A.M. to 10:10 A.M. and 3:00 P.M. to 3:10 P.M. Packaging Room Employees including Employees Servicing the Self-Service Counters: 10:10 A.M. to 10:20 A.M. and 3:10 P.M. to 3:20 P.M.

(d) **Sixth Day Guarantee.** Any employee called to work on the sixth day in any regular workweek shall be guaranteed four (4) hours (½ day of work). Reporting time on the sixth day shall be either 9:00 A.M. or 2:00 P.M. It is agreed that the Head Meat Cutters and Journeymen will be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

(e) **Inventory.** Employees shall not take inventory outside of regular working hours.

(f) **Overtime** may be worked at overtime rates from 8:30 A.M. to 9:00 A.M. and after 6:00 P.M. at the employer's discretion. Such overtime work to be performed behind locked doors.

ARTICLE 4—MARKET OPERATING HOURS—Market operating hours shall be 9:00 A.M. to 6:00 P.M. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above. In those stores in which the grocery departments remain open after 6:00 P.M. only those products excepted under ARTICLE 2 (c) (sliced package bacon, sliced package Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption) may be sold after 6:00 P.M. The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof the extension shall likewise apply to the market operating hours of self-service markets.

ARTICLE 5—WAGES—(a) **Wage Scale.** Not less than the following wages shall be paid during the term of this contract:

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates	
		Full Day	Half Day
Head Meat Cutters	\$102.50	\$21.50	\$10.75
Journeymen	96.00	20.20	10.10
Apprentices			
First Year	65.50	14.10	7.05
Second Year	71.50	15.30	7.65
Third Year	77.50	16.50	8.25

(b) **Extra Men.** Extra men shall be paid \$20.20 per day.

(c) **Extra Day Rates.** The extra day rates set out above shall be paid whenever an employee works the sixth day of a regular workweek or the fifth day during a holiday week.

ARTICLE 6—HOLIDAYS—(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) Employees who are absent the regularly scheduled work day before, or after a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive pay for a basic workweek (5 days—40 hours) for four days (32 hours) of work and pay for six full days (48 hours) for five days (40 hours) of work.

ARTICLE 7—OVERTIME—Overtime after eight (8) hours in any one day may be worked at the following rates:

Head Meat Cutters	\$3.84 per hour
Journeymen	3.60 per hour
Apprentices	
1st Year	2.46 per hour
2nd Year	2.69 per hour
3rd Year	2.91 per hour

ARTICLE 8—CLASSIFICATION OF EMPLOYEES—(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market.

(b) The EMPLOYER is permitted to employ apprentices at a ratio of not exceeding two for each five journeymen.

discretion. Such overtime work to be performed behind locked doors.

ARTICLE 4—MARKET OPERATING HOURS—Market operating hours shall be 9:00 A.M. to 6:00 P.M. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above. In those stores in which the grocery departments remain open after 6:00 P.M. only those products excepted under ARTICLE 2 (c) (sliced package bacon, sliced package Canadian bacon, canned and glassed meats of all kinds and all meats not-for human consumption) may be sold after 6:00 P.M. The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof the extension shall likewise apply to the market operating hours of self-service markets.

ARTICLE 5—WAGES—(a) Wage Scale. Not less than the following wages shall be paid during the term of this contract:

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates Full Day	Half Day
Head Meat Cutters	\$102.50	\$21.50	\$10.75
Journeyman	96.00	20.20	10.10
Apprentices			
First Year	65.50	14.10	7.05
Second Year	71.50	15.30	7.65
Third Year	77.50	16.50	8.25

(b) Extra Men. Extra men shall be paid \$20.20 per day.

(c) Extra Day Rates. The extra day rates set out above shall be paid whenever an employee works the sixth day of a regular workweek or the fifth day during a holiday week.

ARTICLE 6—HOLIDAYS—(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

(b) Employees who are absent the regularly scheduled work day before, or after a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive pay for a basic workweek (5 days—40 hours) for four days (32 hours) of work and pay for six full days (48 hours) for five days (40 hours) of work.

ARTICLE 7—OVERTIME—Overtime after eight (8) hours in any one day may be worked at the following rates:

Head Meat Cutters	\$3.84 per hour
Journeyman	3.60 per hour
Apprentices	
1st Year	2.46 per hour
2nd Year	2.69 per hour
3rd Year	2.91 per hour

ARTICLE 8—CLASSIFICATION OF EMPLOYEES—(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market.

(b) The EMPLOYER is permitted to employ apprentices at a ratio of not exceeding two for each five journeymen employed in EMPLOYER'S self-service markets within the jurisdiction of the UNION. A quarterly report covering the employment of apprentices shall be furnished the UNION. EMPLOYER agrees to rotate all apprentices in EMPLOYER'S self-service markets so as to give them sufficient well-rounded experience to qualify them as journeymen meat cutters after three years' service. After three years' service, they shall be classified as journeymen and paid the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE 9—VACATIONS—(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

(b) Whenever a holiday listed in ARTICLE 6 falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the EMPLOYER'S option.

ARTICLE 10—LOCAL 546, if requested, will furnish men, insofar as they are available, who will work to the best interest of the EMPLOYER in every way, just and lawful, who will give honest and diligent service to patrons of the EMPLOYER'S establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE 11—When permitted by law, the provisions of the ARTICLE shall automatically become effective.

(a) When in need of help, the EMPLOYER must give preference to members in good standing in the UNION.

(b) The EMPLOYER agrees to employ and keep in employment only such persons who, thirty (30) days after the effective date hereof or thirty (30) days after commencement of employment whichever is later, are, and thereafter continue to remain members in good standing of said UNION. The EMPLOYER agrees that, upon written notice from the UNION, they will discharge at the UNION'S request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

ARTICLE 12—DISCHARGES—No employee shall be discharged without good and sufficient cause. Drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal. Help can be dismissed providing preference be given to UNION men in replacing help.

ARTICLE 13—TOOLS; PACKAGING EQUIPMENT RESTRICTION—(a) Laundry, tools and sharpening of tools shall be furnished free of cost by EMPLOYER.

(b) The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing scalers for weighing, vacuum sealing equipment and other tools which the EMPLOYER may use shall be determined by the EMPLOYER; provided, however, that the EMPLOYER shall neither install nor use any automatic packaging equipment not now being used by the EMPLOYER, other than an improvement on equipment presently being used and also excepting vacuum sealing equipment, without first securing the UNION'S approval.

ARTICLE 14—DISPLAY OF CONTRACT AND UNION SHOP CARDS—This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the EMPLOYER to prominently display UNION shop cards in all establishments wherein UNION meat cutters are employed. These cards shall remain the property of the UNION, and the EMPLOYER shall have their usage only until such time as the UNION shall request their return. The EMPLOYER agrees to surrender same immediately upon demand by the UNION.

ARTICLE 15—ARBITRATION—Should any dispute or grievance arise between the EMPLOYER and the UNION or between the EMPLOYER and its employees, concerning the application and/or construction of this contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act in his behalf on said arbitration board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act in his behalf on said arbitration board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under ARTICLE 2 (d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party, on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the arbitrator appointed by it. The compensation and expenses of the third arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

The UNION reserves the right to strike and/or picket the plant of the EMPLOYER in the event the EMPLOYER shall fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof. The EMPLOYER reserves the right to declare a lockout should the UNION fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof.

ARTICLE 16—ABSENCES DUE TO INJURIES—Any regular employee unable to work because of injuries received during the employment shall be paid for the absence.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

ARTICLE 12—DISCHARGES—No employee shall be discharged without good and sufficient cause. Drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal. Help can be dismissed providing preference be given to UNION men in replacing help.

ARTICLE 13—TOOLS; PACKAGING EQUIPMENT RESTRICTION—(a) Laundry, tools and sharpening of tools shall be furnished free of cost by EMPLOYER.

(b) The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing scalers for weighing, vacuum sealing equipment and other tools which the EMPLOYER may use shall be determined by the EMPLOYER; provided, however, that the EMPLOYER shall neither install nor use any automatic packaging equipment not now being used by the EMPLOYER, other than an improvement on equipment presently being used and also excepting vacuum sealing equipment, without first securing the UNION'S approval.

ARTICLE 14—DISPLAY OF CONTRACT AND UNION SHOP CARDS—This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the EMPLOYER to prominently display UNION shop cards in all establishments wherein UNION meat cutters are employed. These cards shall remain the property of the UNION, and the EMPLOYER shall have their usage only until such time as the UNION shall request their return. The EMPLOYER agrees to surrender same immediately upon demand by the UNION.

ARTICLE 15—ARBITRATION—Should any dispute or grievance arise between the EMPLOYER and the UNION or between the EMPLOYER and its employees, concerning the application and/or construction of this contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act in his behalf on said arbitration board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act in his behalf on said arbitration board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under ARTICLE 2 (d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the arbitrator appointed by it. The compensation and expenses of the third arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

The UNION reserves the right to strike and/or picket the plant of the EMPLOYER in the event the EMPLOYER shall fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof. The EMPLOYER reserves the right to declare a lockout should the UNION fail or refuse to comply with any decision of a Board of Arbitration within ten days after notice thereof.

ARTICLE 16—ABSENCES DUE TO INJURIES—Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such workweek, provided, however, that the employee shall report upon receipt of the injury to the EMPLOYER'S physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the EMPLOYER shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

ARTICLE 17—Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

ARTICLE 18—EFFECTIVE DATE AND TERM—(a) The terms of this agreement shall commence October 5, 1953 and shall expire at 12:00 Midnight October 2, 1954.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this agreement, at its expiration, it shall automatically renew itself through October 1, 1955.

ARTICLE 19—The UNION agrees that during the term of this agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this contract except upon the condition that this EMPLOYER shall receive the benefit of any more favorable terms granted to such other employer.

ARTICLE 20—The parties hereto certify that they are empowered and duly authorized to sign this agreement.

ARTICLE 21—Nothing herein contained shall limit the right of the EMPLOYER or of the UNION to make use of such economic rights as such party possesses in event of either a breach of this contract or the reaching of an impasse on any wage reopening; provided, however, that there shall be no strike, picketing or lockout for any cause whatsoever during the period of any arbitration proceeding. An arbitration proceeding shall commence on the day either party demands arbitration and shall end on the day the decision is rendered.

ARTICLE 22—This Contract approved and passed by the International Executive Board of the Union at the General Office the 22nd day of October, 1953.

EXECUTED AT CHICAGO, ILLINOIS, THIS 11th DAY OF NOVEMBER, 1953.

LOCAL 546, Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L.

By.....
President

By.....
Secretary-Treasurer

Employer.....

By.....

1953 - 4

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA

LOCAL 546

Affiliated with
American Federation of Labor
Illinois Federation of Labor
Chicago Federation of Labor

R. EMMETT KELLY
Sec'y-Treas. Local 546
130 N. Wells St., Chicago
Room 1606
FRanklin 2-0030

40-0
Def. no. ex. 400
Regular Meetings the 2nd Tuesday Night of each
month at Meat Cutters Hall, 130 North Wells Street

SERVICE CONTRACT

AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into
between.....

hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the twenty-second day of October, 1953.

ARTICLE 1—FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE 2—The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption,

will be sold, cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE 3—WORKING HOURS—(a) Eight (8) hours shall constitute the basic work day, Monday through Saturday; work to begin at 9:00 A.M. and stop at 6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 9:00 A.M. Monday through Saturday.

(b) Five (5) days shall constitute the basic work week, to be worked Monday through Saturday, with one (1) full day off within each shop, for each employee at the employers discretion. The day off shall be rotated or in accordance with the mutual agreement of the employer and his employees.

(c) Market operating hours shall be 9:00 A.M. to 6:00 P.M., MONDAY THROUGH SATURDAY, inclusive.

(d) Any employee called to work on the sixth (6th) day in any regular work week, shall be guaranteed Four Hours

DEFENDANTS' EXHIBIT 400

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF

[fol. 154]

SERVICE CONTRACT
AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.

Articles of Agreement Governing Meat Markets in the City of Chicago and County of Cook, entered into between.....

hereinafter called the "employer", all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the twenty-second day of October, 1953.

ARTICLE 1—FOR AND IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

ARTICLE 2—The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready to eat prepared meats, poultry and fish;
- frozen packaged fish;
- and all meats not for human consumption.

will be sold, cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

ARTICLE 3—WORKING HOURS—(a) Eight (8) hours shall constitute the basic work day, Monday through Saturday; work to begin at 9:00 A.M. and stop at 6:00 P.M., allowing one (1) hour for lunch, said hour to begin no earlier than 11:00 A.M., nor end later than 2:00 P.M. This to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 9:00 A.M. Monday through Saturday.

(b) Five (5) days shall constitute the basic work week, to be worked Monday through Saturday, with one (1) full day off within each shop, for each employee at the employers discretion. The day off shall be rotated or in accordance with the mutual agreement of the employer and his employees.

(c) Market operating hours shall be 9:00 A.M. to 6:00 P.M., MONDAY THROUGH SATURDAY, inclusive.

(d) Any employee called to work on the sixth (6th) day in any regular work week, shall be guaranteed Four Hours work. Reporting time on the sixth (6th) day shall be either 9:00 A.M. or 2:00 P.M.

(e) Overtime may be worked at overtime rates from 8:30 A.M. to 9:00 A.M. and after 6:00 P.M. at the employers discretion.

Such overtime work to be performed behind locked doors.

(f) Employees shall not take inventory outside of regular working hours.

ARTICLE 4—(a) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday it shall be made a part of this ARTICLE.

[fol. 154]
IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 400

FILED

5801415

(b) Employees who are absent the regularly scheduled work day before, of after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

(c) During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, or the sixth (6th) day during a regular work week he shall be paid at the following rates:

	Full Day	Half Day
Head Meat Cutters.....	\$20.60	\$10.30
Journeymen	19.30	9.65
1st Year Apprentices.....	13.90	6.95
2nd Year Apprentices.....	15.10	7.55
3rd Year Apprentices.....	16.30	8.15

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE 5—HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE—(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Ninety-eight Dollars (\$98.00) weekly.

(b) All Journeymen meat cutters shall receive not less than Ninety-one Dollars and Fifty Cents (\$91.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(c) Extra men to receive not less than Nineteen Dollars and Thirty Cents (\$19.30) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE 6—(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE 8.

(b) Whenever a holiday as listed in ARTICLE 4 falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employer's option.

ARTICLE 7—(a) It is expressly understood that no customer shall be served who comes into the market before or after hours set forth in ARTICLE 3, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) Such clean-up time shall not be utilized to prepare for the following days' business and shall not be accumulative from day to day.

(c) Overtime after eight (8) hours in any one day may be worked at the following rates:

Head Meat Cutters.....	\$3.68 per hour
Journeymen	3.44 per hour
Apprentices	
First Year	2.42 per hour
Second Year	2.64 per hour
Third Year	2.87 per hour

ARTICLE 8—APPRENTICE CLAUSE—(a) Employers are permitted to employ Apprentices not to exceed two (2) for each five (5) journeymen employed provided that a quarterly report shall be furnished to the local Union. Weekly wage scale of Apprentices to be as follows:

FIRST YEAR	\$64.50
------------------	---------

2nd Year Apprentices.....	15.10	8.15
3rd Year Apprentices.....	16.30	

(d) It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the sixth (6th) full or half day during a regular work week, and on the fifth (5th) full or half day during a holiday week.

ARTICLE 5—HEAD MEAT CUTTER AND JOURNEYMAN'S CLAUSE—(a) The term "Head Meat Cutter" shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Ninety-eight Dollars (\$98.00) weekly.

(b) All Journeymen meat cutters shall receive not less than Ninety-one Dollars and Fifty Cents (\$91.50) weekly as a minimum wage. Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

(c) Extra men to receive not less than Nineteen Dollars and Thirty Cents (\$19.30) per day, unless they work the full week, when they are to receive the regular salary of the permanent meat cutters whose places they are filling.

(d) The meat cutters employed in low volume shops must receive the Journeyman scale of wages provided for in this Agreement. It is distinctly understood that there shall be no concession for the said low volume shops.

ARTICLE 6—(a) Any employee who has given service for the course of one (1) year shall be entitled to one (1) week's vacation with pay. After two years of service he shall be entitled to two (2) weeks' vacation with pay. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute, the matter shall be referred to arbitration, as provided for in ARTICLE 8.

(b) Whenever a holiday as listed in ARTICLE 4 falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the employer's option.

ARTICLE 7—(a) It is expressly understood that no customer shall be served who comes into the market before or after hours set forth in ARTICLE 3, that all customers in the market at the closing hour shall be served; that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen minutes and not to be construed as overtime.

(b) Such clean-up time shall not be utilized to prepare for the following days' business and shall not be accumulative from day to day.

(c) Overtime after eight (8) hours in any one day may be worked at the following rates:

Head Meat Cutters.....	\$3.68 per hour
Journeymen	3.44 per hour
Apprentices	
First Year	2.42 per hour
Second Year	2.64 per hour
Third Year	2.87 per hour

ARTICLE 8—APPRENTICE CLAUSE—(a) Employers are permitted to employ Apprentices not to exceed two (2) for each five (5) journeymen employed provided that a quarterly report shall be furnished to the local Union. Weekly wage scale of Apprentices to be as follows:

FIRST YEAR	\$64.50
SECOND YEAR	70.50
THIRD YEAR	76.50

(b) After serving three (3) years of apprenticeship they shall be classified as journeymen meat cutters and shall receive the journeyman rate of pay.

(c) Apprentices shall not work part time or as extra men on Saturdays, or the day preceding holidays. Apprentices must be at least sixteen (16) years of age.

ARTICLE 9—WHEN PERMITTED BY LAW THE FOLLOWING CLAUSES (A), (B) AND (C) SHALL AUTOMATICALLY BECOME EFFECTIVE—(a) When in need of help, the employer must give preference to members in good standing of Local 546.

(b) The Employer agrees to employ and keep in employment only such persons who are members in good standing of said Union. All new employees employed by the employer shall, after the effective date of this agreement, within

thirty (30) days, become members of the Union, and shall be required to remain members in good standing as a condition of the continuation of their employment. The employer agrees that, upon written notice from the Union, they will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

(c) Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the scale fixed herein.

(d) No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

ARTICLE 10—It will be the duty of the employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the employer shall have their usage only until such time as the Union shall request their return. The employer agrees to surrender same immediately, upon demand by the Union.

ARTICLE 11—(a) The terms of this Agreement shall commence October 5, 1953, and shall expire at 12:00 Mid-night, October 2, 1954.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 1, 1955.

ARTICLE 12—If the adoption of the new Agreement be delayed later than November 2, 1954, it shall be retro-active to October 3, 1954.

ARTICLE 13—This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE 14—Laundry, tools and sharpening of tools to be furnished free of cost by employer.

ARTICLE 15—The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement. Frozen poultry may be sold from self-service cases during market hours as provided for in ARTICLE 3.

ARTICLE 16—.....agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE 17—Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the.....may apply for a withdrawal card, provided the request be accompanied by a similar request from the.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE 18—ARBITRATION CLAUSE—All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE 19—Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE 20—Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit

have their wage only until such time as the Union shall request them to join the Union, or agree to join immediately, upon demand by the Union.

ARTICLE 11—(a) The terms of this Agreement shall commence October 5, 1953, and shall expire at 12:00 Mid-night, October 2, 1954.

(b) Any alteration that may be desired by either party to this Agreement at the time of expiration must be made in writing not later than sixty (60) days prior to its expiration. In case neither party serves notice for a change in this Agreement, at its expiration, it shall automatically renew itself through October 1, 1955.

ARTICLE 12—If the adoption of the new Agreement be delayed later than November 2, 1954, it shall be retro-active to October 3, 1954.

ARTICLE 13—This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

ARTICLE 14—Laundry, tools and sharpening of tools to be furnished free of cost by employer.

ARTICLE 15—The self-service system of merchandising meat under the jurisdiction of the Union as set forth in ARTICLE II will be considered a violation of this Agreement. Frozen poultry may be sold from self-service cases during market hours as provided for in ARTICLE 3.

ARTICLE 16—.....agree not to negotiate with any but the duly elected officers of Local 546 and further agree not to make a Contract with anyone not affiliated with Local 546.

ARTICLE 17—Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the.....may apply for a withdrawal card, provided the request be accompanied by a similar request from the.....Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE 18—ARBITRATION CLAUSE—All grievances which cannot be adjusted by Local 546 and employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected employer and one (1) to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

ARTICLE 19—Local 546, if requested, will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and diligent service to patrons of the employer's establishment, who will do everything within their power for the uplifting of the meat industry.

ARTICLE 20—Any regular employee unable to work because of injuries received during the regularly scheduled work-week and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such work week; provided, however, that the employee shall report upon receipt of the injury to the employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE 21—Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

ARTICLE 22—The parties agree that during the life of this agreement both parties will meet at reasonable times for the purpose of agreeing to mutually satisfactory terms and conditions of employment respecting self-service markets.

SIGNED FOR LOCAL 546, AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH
AMERICA, LOCAL 546 (A. F. OF L.)

President.....

Sec'y-Treas.....

EMPLOYER:.....

.....

.....

Address.....

Dated at Chicago....., 19.....

1955-6

AMALGAMATED MEAT CUTTERS

130 NORTH WELLS STREET • FRANKLIN 2-0030 • CHICAGO 6

AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR
ILLINOIS FEDERATION OF LABOR
CHICAGO FEDERATION OF LABOR

R. EMMETT KELLY
SECRETARY-TREASURER



SELF-SERVICE CONTRACT

Def. in ex. 40 P

AMALGAMATED MEAT CUTTERS AND E. W. OF N. A.,
A. F. OF L.

Articles of Agreement governing Self-Service Meat Markets in the City of Chicago and County of Cook,

entered into between.....
hereinafter called the Employer, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF
NORTH AMERICA, LOCAL 546 (A. F. of L.), hereinafter sometimes referred to as the Union, acting as the exclusive
collective bargaining agent for all employees covered by this Agreement. This contract approved and passed by the
International Executive Board at the General Office the tenth day of October, 1955.

INDEX

ARTICLE	SUBJECT	PAGE	ARTICLE	SUBJECT	PAGE
1	GENERAL		5	Inventory	3
Section 1	Scope of Contract	1	6	Restrictions on Apprentices	3
2	Definitions	2	7	Tools; Packaging Equipment Restrictions	3
(a)	Apprentice	2	8	Rest Period	3
(b)	Journeyman	2	5	MARKET OPERATING HOURS	3
(c)	Head Meat Cutter	2	6	HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES	
(d)	Self-Service and Service	2	Section 1	Holidays	4
3	Notices	2	2	Vacations	4
4	Partial Invalidity	2	3	Absences Due to Injuries	4
5	Authority of Signing Parties	2	7	UNION-MANAGEMENT RELATIONS	
2	JURISDICTION		Section 1	Union Employees	4
Section 1	Recognition	2	2	Union Shop	4
2	Processing	2	3	Union Preference	4
3	Sale	2	4	Business Representatives	4
3	WAGES		5	Discharge	4
Section 1	Wage Rates—		6	Display of Contract and Union Shop Cards	4
Weekly, Extra Day and Overtime ..		3	7	Grievances and Arbitration	4
2	Payment of Extra Day Rates	3	8	Economic Rights	5
3	Extra Help	3	9	Concessions to Other Employers	5
4	WORKING HOURS AND OTHER CONDI- TIONS OF EMPLOYMENT			TERM	

1	GENERAL	
Section 1	Scope of Contract	1
2	Definitions	2
	(a) Apprentice	2
	(b) Journeyman	2
	(c) Head Meat Cutter	2
	(d) Self-Service and Service	2
3	Notices	2
4	Partial Invalidity	2
5	Authority of Signing Parties	2
2	JURISDICTION	
Section 1	Recognition	2
2	Processing	2
3	Sale	2
3	WAGES	
Section 1	Wage Rates—	
	Weekly, Extra Day and Overtime ..	3
2	Payment of Extra Day Rates	3
3	Extra Help	3
4	WORKING HOURS AND OTHER CONDI- TIONS OF EMPLOYMENT	
Section 1	Basic Workday	3
2	Basic Workweek	3
3	Sixth Day Guarantee	3
4	Overtime	3

5	Inventory	3
6	Restrictions on Apprentices	3
7	Tools; Packaging Equipment Restrictions	3
8	Rest Period	3
5	MARKET OPERATING HOURS	
6	HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES	
Section 1	Holidays	4
2	Vacations	4
3	Absences Due to Injuries	4
7	UNION-MANAGEMENT RELATIONS	
Section 1	Union Employees	4
2	Union Shop	4
3	Union Preference	4
4	Business Representatives	4
5	Discharge	4
6	Display of Contract and Union Shop Cards	4
7	Grievances and Arbitration	4
8	Economic Rights	5
9	Concessions to Other Employers	5
8	TERM	
Section 1	Initial Term	5
2	Renewal Term	5
3	Retroactivity	5

ARTICLE 1. GENERAL

Section 1. *Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Self-Service Meat Markets only within the geographical jurisdiction of Local 546 and that the hours, wages and other conditions of employment of Employer's meat department employees in Service Meat Markets are covered by a separate contract. It is further agreed that the Employer

DOCKETED

FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

DEPENDANTS' EXHIBIT 40P

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

[fol. 158]

shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

Section 2. Definitions.

(a) *Apprentice*: An apprentice is an employee who is in training to become a Journeyman butcher. Apprentices must be at least sixteen (16) years of age;

(b) *Journeyman*: After serving three (3) years of apprenticeship, an employee shall be classified as a Journeyman meat cutter and shall receive the Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh or frozen beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh or frozen beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this Self-Service Contract.

If no fresh or frozen beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service market and shall be operated in accordance with the Service Contract. It is further expressly understood and agreed that if all fresh or frozen beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under the Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the Service Contract or a self-service market subject to the terms and conditions of this Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 3. Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 4. Partial Invalidity. Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

Section 5. Authority of Signing Parties. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE 2. JURISDICTION

Section 1. Recognition. The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle and sell frozen and fresh meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

Section 2. Processing. The parties agree that in self-service markets the members of the Union shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto; provided, however, that frozen fresh poultry, cut-up or whole, and vacuum or comparably tight-wrapped ham slices, shanks and butts may be prepared by the packer, supplier or Employer off the premises.

Section 3. Sale. In self-service markets members of the Union shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meats, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption. The following meats subject to the Union's jurisdiction over sale may nevertheless be sold from self-service cases

considered a self-service market subject to the terms and conditions and wage scale contained in this Self-Service Contract.

If no fresh or frozen beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service market and shall be operated in accordance with the Service Contract. It is further expressly understood and agreed that if all fresh or frozen beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under the Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the Service Contract or a self-service market subject to the terms and conditions of this Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 3. Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 4. Partial Invalidity. Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

Section 5. Authority of Signing Parties. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE 2. JURISDICTION

Section 1. Recognition. The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle and sell frozen and fresh meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

Section 2. Processing. The parties agree that in self-service markets the members of the Union shall perform all cutting, preparing, fabricating, handling and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto; provided, however, that frozen fresh poultry, cut-up or whole, and vacuum or comparably tight-wrapped ham slices, shanks and butts may be prepared by the packer, supplier or Employer off the premises.

Section 3. Sale. In self-service markets members of the Union shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meats, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption. The following meats subject to the Union's jurisdiction over sale may nevertheless be sold from self-service cases after the market hours set out in Article 5 provided that Union members stock the cases before 6:00 p.m.:

- (1) All delicatessen meats, including—
 - (a) ready-to-eat prepared meats, poultry and fish,
 - (b) sliced boiled, baked or barbecued ham,
 - (c) sliced packaged dried beef, and
 - (d) smoked sausage;
- (2) Frozen fresh poultry, cut-up or whole; and
- (3) Frozen packaged fish.

ARTICLE 3. WAGES

Section 1. Wage Rates—Weekly, Extra Day and Overtime. Not less than the following wages shall be paid during the term of this Contract:

	MINIMUM WEEKLY WAGE FOR BASIC WORKWEEK	EXTRA DAY RATES FULL DAY	HALF DAY	OVERTIME RATES
Head Meat Cutters	\$106.50	\$22.30	\$11.15	\$3.99
Journeyman	100.00	21.00	10.50	3.75
Apprentices—				
First Year	68.00	14.60	7.30	2.55
Second Year	74.00	15.80	7.90	2.78
Third Year	80.00	17.00	8.50	3.00

Section 2: *Payment of Extra Day Rates.* The extra day rates set out above shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day during a holiday week.

Section 3: *Extra Help.* Extra men shall be paid \$21.00 per day.

ARTICLE 4. WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. *Basic Workday.* Eight (8) hours shall constitute the basic workday. Work shall begin at 9:00 a.m. and shall cease at 6:00 p.m. One hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. There shall be no clean-up time after 6:00 p.m., except clean-up may be performed after 6:00 p.m. provided that overtime is paid for all work performed after 6:00 p.m.

Section 2. *Basic Workweek.* Five (5) basic workdays (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Section 3. *Sixth Day Guarantee.* Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day) of work. Reporting time on the sixth (6th) day shall be either 9:00 a.m. or 2:00 p.m. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

Section 4. *Overtime.* Overtime at overtime rates may be worked behind locked doors from 8:30 a.m. to 9:00 a.m., after 6:00 p.m., and after eight (8) hours in any one day, at the Employer's discretion.

Section 5. *Inventory.* Employees shall not take inventory outside of regular working hours.

Section 6. *Restrictions on Apprentices.* Apprentices may be employed at a ratio of not exceeding two (2) for each five (5) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union.

The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

Section 7. *Tools; Packaging Equipment Restriction.* Laundry, tools and sharpening of tools shall be furnished free of cost by Employer.

The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment and other tools which the Employer may use shall be determined by the Employer; provided, however, that the Employer shall neither install nor use any automatic packaging equipment not now being used by the Employer, except vacuum sealing equipment, without first securing the Union's approval; it being understood, however, that the Union has approved the installation and use of semi-automatic sealing equipment.

By semi-automatic sealing equipment is meant sealing equipment in which the first application of packaging material and also the first seal is made manually. The functions performed by such semi-automatic sealing equipment shall not be enlarged or extended without the prior approval of the Union.

Section 8. *Rest Period.* Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees, 10:00 a.m. to 10:10 a.m. and 3:00 p.m. to 3:10 p.m.; Packaging Room Employees including Employees Servicing the Self-Service Counters, 10:10 a.m. to 10:20 a.m. and 3:10 p.m. to 3:20 p.m.

ARTICLE 5. MARKET OPERATING HOURS

Section 3. *Extra Help.* Extra men shall be paid \$2.00 per day.

ARTICLE 4. WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. *Basic Workday.* Eight (8) hours shall constitute the basic workday. Work shall begin at 9:00 a.m. and shall cease at 6:00 p.m. One hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. There shall be no clean-up time after 6:00 p.m., except clean-up may be performed after 6:00 p.m. provided that overtime is paid for all work performed after 6:00 p.m.

Section 2. *Basic Workweek.* Five (5) basic workdays (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Section 3. *Sixth Day Guarantee.* Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day) of work. Reporting time on the sixth (6th) day shall be either 9:00 a.m. or 2:00 p.m. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

Section 4. *Overtime.* Overtime at overtime rates may be worked behind locked doors from 8:30 a.m. to 9:00 a.m., after 6:00 p.m., and after eight (8) hours in any one day, at the Employer's discretion.

Section 5. *Inventory.* Employees shall not take inventory outside of regular working hours.

Section 6. *Restrictions on Apprentices.* Apprentices may be employed at a ratio of not exceeding two (2) for each five (5) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union.

The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

Section 7. *Tools; Packaging Equipment Restriction.* Laundry, tools and sharpening of tools shall be furnished free of cost by Employer.

The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment and other tools which the Employer may use shall be determined by the Employer; provided, however, that the Employer shall neither install nor use any automatic packaging equipment not now being used by the Employer, except vacuum sealing equipment, without first securing the Union's approval; it being understood, however, that the Union has approved the installation and use of semi-automatic sealing equipment.

By semi-automatic sealing equipment is meant sealing equipment in which the first application of packaging material and also the first seal is made manually. The functions performed by such semi-automatic sealing equipment shall not be enlarged or extended without the prior approval of the Union.

Section 8. *Rest Period.* Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees, 10:00 a.m. to 10:10 a.m. and 3:00 p.m. to 3:10 p.m.; Packaging Room Employees including Employees Servicing the Self-Service Counters, 10:10 a.m. to 10:20 a.m. and 3:10 p.m. to 3:20 p.m.

ARTICLE 5. MARKET OPERATING HOURS

Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above. In those stores in which the grocery departments remain open after 6:00 p.m. only the following products may be sold after 6:00 p.m.:

- (1) Sliced packaged bacon and Canadian bacon, canned and glassed meats of all kinds, and all meats not for human consumption (being those products excepted from the Union's jurisdiction over sale);
- (2) All delicatessen meats;
- (3) Frozen poultry, cut-up or whole; and
- (4) Frozen packaged fish.

The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof the extension shall likewise apply to the market operating hours of self-service markets.

ARTICLE 6. HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES

Section 1. Holidays. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive pay for a basic workweek (5 days—40 hours) for four (4) days (32 hours) of work and pay for six (6) full days (48 hours) for five (5) days (40 hours) of work.

Section 2. Vacations. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. Effective January 1, 1956, all employees having twelve (12) years of continuous full-time service shall be entitled to three (3) weeks of vacation with pay. Unless otherwise mutually agreed upon between Employer and employee, vacation weeks shall be taken consecutively. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute the matter shall be referred to arbitration, as provided for in Article 7.

Whenever a holiday listed in Section 1 of this Article falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the Employer's option.

Section 3. Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such workweek, provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

ARTICLE 7. UNION-MANAGEMENT RELATIONS

Section 1. Union-Employees. Local 546, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

Section 2. Union Shop. The Employer agrees to employ and keep in employment only such persons who, thirty (30) days after the effective date hereof or thirty (30) days after commencement of employment, whichever is later, are, and thereafter continue to remain, members in good standing of said Union. The Employer agrees that, upon written notice from the Union, it will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

Section 3. Union Preference. When permitted by law, the Employer agrees that when in need of help he will give preference to members in good standing in the Union.

Section 4. Business Representatives. Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the wage scale fixed herein.

Section 5. Discharge. No employee shall be discharged without good and sufficient cause. Drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal. Help can be dismissed providing preference be given to Union men in replacing help.

Section 6. Display of Contract and Union Shop Cards. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

During a holiday, the employee shall receive pay for a day's vacation (7 days (49 hours) of work and pay for six (6) full days (42 hours) for five (5) days (35 hours) of work.

Section 2. Vacations. Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. Effective January 1, 1956, all employees having twelve (12) years of continuous full-time service shall be entitled to three (3) weeks of vacation with pay. Unless otherwise mutually agreed upon between Employer and employee, vacation weeks shall be taken consecutively. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute the matter shall be referred to arbitration, as provided for in Article 7.

Whenever a holiday listed in Section 1 of this Article falls within an employee's vacation period, the employee shall receive an extra day's pay, or a subsequent day off, at the Employer's option.

Section 3. Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such workweek, provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

ARTICLE 7: UNION-MANAGEMENT RELATIONS

Section 1. Union Employees. Local 546, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

Section 2. Union Shop. The Employer agrees to employ and keep in employment only such persons who, thirty (30) days after the effective date hereof or thirty (30) days after commencement of employment, whichever is later, are, and thereafter continue to remain, members in good standing of said Union. The Employer agrees that, upon written notice from the Union, it will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

Section 3. Union Preference. When permitted by law, the Employer agrees that when in need of help he will give preference to members in good standing in the Union.

Section 4. Business Representatives. Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the wage scale fixed herein.

Section 5. Discharge. No employee shall be discharged without good and sufficient cause. Drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal. Help can be dismissed providing preference be given to Union men in replacing help.

Section 6. Display of Contract and Union Shop Cards. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

Section 7. Grievances and Arbitration. Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be composed by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one per-

son to act in his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act in his behalf on said Arbitration Board. These two (2) so selected shall designate the third (3rd) member or referee of the Board. In the event these two (2) so selected shall be unable, within fifteen (15) days, to agree upon the third (3rd) member or referee, then the third (3rd) member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article 1 (d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon both parties. The decision of any two (2) members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third (3rd) Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

The Union reserves the right to strike and/or picket the plant of the Employer in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof. The Employer reserves the right to declare a lock-out should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.

Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

Section 8. Economic Rights. Nothing herein contained shall limit the right of the Employer or of the Union to make use of such economic rights as such party possesses in event of either a breach of this Contract or the reaching of an impasse on any wage reopening; provided, however, that there shall be no strike, picketing or lock-out for any cause whatsoever during the period of any arbitration proceeding. An arbitration proceeding shall commence on the day either party demands arbitration and shall end on the day the decision is rendered.

Section 9. Concessions to Other Employers. The Union agrees that during the term of this Agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other employer.

ARTICLE 8. TERM

Section 1. Initial Term. This Agreement shall become effective at 12:01 a.m., October 2, 1955, and shall expire at 12:00 midnight, October 6, 1956.

Section 2. Renewal Term. If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

Section 3. Retroactivity. This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article 3 resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

EXECUTED AT CHICAGO, ILLINOIS, THIS.....DAY OF OCTOBER, 1955.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, A.F. of L.

By.....
President

By.....

[fol. 162]

If the parties shall agree upon one person to act as arbitrator, the cost of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third (3rd) Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

The Union reserves the right to strike and/or picket the plant of the Employer in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof. The Employer reserves the right to declare a lock-out should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.

Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

Section 8. *Economic Rights.* Nothing herein contained shall limit the right of the Employer or of the Union to make use of such economic rights as such party possesses in event of either a breach of this Contract or the reaching of an impasse on any wage reopening; provided, however, that there shall be no strike, picketing or lock-out for any cause whatsoever during the period of any arbitration proceeding. An arbitration proceeding shall commence on the day either party demands arbitration and shall end on the day the decision is rendered.

Section 9. *Concessions to Other Employers.* The Union agrees that during the term of this Agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other employer.

ARTICLE 8. TERM

Section 1. *Initial Term.* This Agreement shall become effective at 12:01 a.m., October 2, 1955, and shall expire at 12:00 midnight, October 6, 1956.

Section 2. *Renewal Term.* If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

Section 3. *Retroactivity.* This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article 3 resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

EXECUTED AT CHICAGO, ILLINOIS, THIS.....DAY OF OCTOBER, 1955.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, A. F. of L.

By.....
President

By.....
Secretary-Treasurer

Employer.....

By.....

Employer's Address.....

.....

.....

[fol: 162]

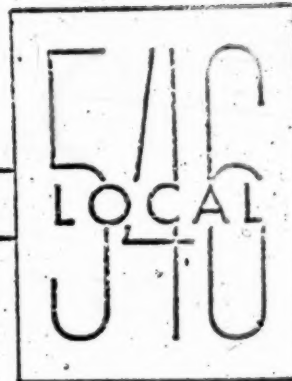
1955-6

AMALGAMATED MEAT CUTTERS

130 NORTH WELLS STREET • FRANKLIN 2-0030 • CHICAGO 6

AFFILIATED WITH THE:
AMERICAN FEDERATION OF LABOR
ILLINOIS FEDERATION OF LABOR
CHICAGO FEDERATION OF LABOR

R. EMMETT KELLY
SECRETARY-TREASURER



SERVICE CONTRACT

AMALGAMATED MEAT CUTTERS AND B. W. OF N. A.,
A. F. OF L.

Def. in ex. 409

Articles of Agreement governing Service Meat Markets in the City of Chicago and County of Cook,
entered into between.....

hereinafter called the "Employer," all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the tenth day of October, 1955.

INDEX

ARTICLE	SUBJECT	PAGE	ARTICLE	SUBJECT	PAGE
1	GENERAL		5	Inventory	3
Section 1	Consideration	1	6	Restrictions on Apprentices	3
2	Scope of Contract	1	7	Tools	3
3	Definitions	2	8	Clean-Up Time	3
(a)	Apprentice	2	5	MARKET OPERATING HOURS	3
(b)	Journeyman	2	6	HOLIDAYS, VACATIONS AND OTHER	
(c)	Head Meat Cutter	2		COMPENSABLE ABSENCES	
(d)	Self-Service and Service	2	Section 1	Holidays	3
4	Notices	2	2	Vacations	4
5	Partial Invalidity	2	3	Absences Due to Injuries	4
6	Authority of Signing Parties	2	7	UNION-MANAGEMENT RELATIONS	
2	JURISDICTION	2	Section 1	Union Employees	4
3	WAGES		2	Union Shop	4
Section 1	Wage Rates—		3	Union Preference	4
	Weekly, Extra Day and Overtime ..	2	4	Business Representatives	4
2	Payment of Extra Day Rates	3	5	Discharge	4
3	Extra Help	3	6	Display of Contract and Union	
4	WORKING HOURS AND OTHER CONDI-			Shop Cards	4
	TIONS OF EMPLOYMENT		7	Grievances and Arbitration	4
Section 1	Basic Workday	3	8	Withdrawal Cards	4
2	Basic Workweek	3		TERM	
3	Sixth Day Guarantee	3	Section 1	Initial Term	5
			2	Renewal Term	5

entered into between.....
hereinafter called the "Employer," all meat markets and chain store meat markets, all combination Grocery and Meat Markets in Chicago and County of Cook; and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 546 (A. F. of L.) acting as the Collective Bargaining Agent for its members. This Contract approved and passed by the International Executive Board at the General Office the tenth day of October, 1955.

INDEX

ARTICLE	SUBJECT	PAGE	ARTICLE	SUBJECT	PAGE
1	GENERAL		5	Inventory	3
Section 1	Consideration	1	6	Restrictions on Apprentices	3
2	Scope of Contract	1	7	Tools	3
3	Definitions	2	8	Clean-Up Time	3
(a)	Apprentice	2	5	MARKET OPERATING HOURS	3
(b)	Journeyman	2	6	HOLIDAYS, VACATIONS AND OTHER	
(c)	Head Meat Cutter	2		COMPENSABLE ABSENCES	
(d)	Self-Service and Service	2	Section 1	Holidays	3
4	Notices	2	2	Vacations	4
5	Partial Invalidity	2	3	Absences Due to Injuries	4
6	Authority of Signing Parties	2	7	UNION-MANAGEMENT RELATIONS	
2	JURISDICTION	2	Section 1	Union Employees	4
3	WAGES		2	Union Shop	4
Section 1	Wage Rates—		3	Union Preference	4
	Weekly, Extra Day and Overtime	2	4	Business Representatives	4
2	Payment of Extra Day Rates	3	5	Discharge	4
3	Extra Help	3	6	Display of Contract and Union	
4	WORKING HOURS AND OTHER CONDI-			Shop Cards	4
	TIONS OF EMPLOYMENT		7	Grievances and Arbitration	4
Section 1	Basic Workday	3	8	Withdrawal Cards	4
2	Basic Workweek	3		TERM	
3	Sixth Day Guarantee	3	Section 1	Initial Term	5
4	Overtime	3	2	Renewal Term	5
			3	Retroactivity	5

ARTICLE 1. GENERAL

Section 1. *Consideration.* For and in consideration of the mutual promises of the parties hereto and for other good and valuable considerations, receipt of which is hereby acknowledged, this Agreement is entered into.

Section 2. *Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Service Meat Markets only within the geographical jurisdiction of Local 546 and that the hours, wages and other conditions of employment of Employer's meat department employees in Self-Service Meat Markets are covered by a separate contract. It is further agreed that the Employer

DOCKETED

58C1415

FILED

MAY 28 1963

AT O'CLOCK
ELBERT A. WAGNER, JR.
CLERK

[fol. 163]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 400

shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

Section 3. Definitions.

(a) *Apprentice*: An apprentice is an employee who is in training to become a Journeyman butcher. Apprentices must be at least sixteen (16) years of age.

(b) *Journeyman*: After serving three (3) years of apprenticeship, an employee shall be classified as a Journeyman meat cutter and shall receive the Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh or frozen beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh or frozen beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in the Self-Service Contract.

If no fresh or frozen beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service Market and shall be operated in accordance with this Service Contract. It is further expressly understood and agreed that if all fresh or frozen beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under this Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in this Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of this Service Contract or a self-service market subject to the terms and conditions of the Self-Service Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 4. Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 5. Partial Invalidity. Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

Section 6. Authority of Signing Parties. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE 2. JURISDICTION

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except:

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready-to-eat prepared meats, poultry, and fish;
- frozen packaged fish;
- all meats NOT for human consumption

will be sold, cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or in the immediate vicinity thereof.

pork are available for sale on a pre-package self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh or frozen beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in the Self-Service Contract.

If no fresh or frozen beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service Market and shall be operated in accordance with this Service Contract. It is further expressly understood and agreed that if all fresh or frozen beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under this Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in this Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of this Service Contract or a self-service market subject to the terms and conditions of the Self-Service Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

Section 4. Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the offices of the Union at 130 North Wells Street, Chicago, Illinois, or to the Employer at the address designated below, or to any subsequent address which the Union or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is post-marked by a post-office of the United States Post Office Department.

Section 5. Partial Invalidity. Nothing contained in this Agreement is intended to violate any Federal Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision.

Section 6. Authority of Signing Parties. The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

ARTICLE 2. JURISDICTION

The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all meat cutters and butcher workmen employed by said Employer on their premises; including those workers processing, packing, wrapping and selling frozen fresh meats.

The parties agree that all fish, poultry, rabbits, meats and its kindred products, fresh or frozen, except:

- sliced boiled, baked or barbecued ham;
- sliced packaged bacon;
- sliced packaged dried beef;
- sliced packaged Canadian bacon;
- all smoked sausage;
- canned and glassed meats of all kinds;
- all ready-to-eat prepared meats, poultry, and fish;
- frozen packaged fish;
- all meats NOT for human consumption

will be sold, cut, prepared and fabricated by meat department employees, and said cutting, preparing, fabricating and packaging of above products into retail cuts will be done on the premises or immediately adjacent thereto.

Frozen fresh poultry, cut-up or whole, and vacuum or comparably tight-wrapped ham slices, shanks and butts may be prepared by the packer, supplier or Employer off the premises. Frozen fresh poultry may be sold from self-service cases after the market hours provided in Article 5; provided, however, that it is priced or pre-priced by meat department employees on the premises.

ARTICLE 3. WAGES

Section 1. Wage Rates—Weekly, Extra Day and Overtime. Not less than the following wages shall be paid to service market employees during the term of this Contract:

	MINIMUM WEEKLY WAGE FOR BASIC WORKWEEK	EXTRA DAY RATES		OVERTIME RATES
		FULL DAY	HALF DAY	
Head Meat Cutters	\$102.00	\$21.10	\$10.70	\$3.83
Journeyman	95.50	20.10	10.05	3.58
Apprentices—				
First Year	67.00	14.40	7.20	2.51
Second Year	73.00	15.60	7.80	2.74
Third Year	79.00	16.80	8.40	2.96

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

Section 2. Payment of Extra Day Rates. The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$1.00 premium over the average daily rate for a full day and a 50 cent premium over the average for a half day.

Section 3. Extra Help. Extra help shall be paid at the extra day rates set out above except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE 4. WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. Basic Workday. Eight (8) hours shall constitute the basic workday, Monday through Saturday; work to begin at 9:00 a.m. and stop at 6:00 p.m., allowing one hour for lunch, said hour to begin no earlier than 11:00 a.m. nor end later than 2:00 p.m. This is to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 9:00 a.m. Monday through Saturday.

Section 2. Basic Workweek. Five (5) days shall constitute the basic workweek, to be worked Monday through Saturday, with one full day off within each shop, for each employee at the Employer's discretion. The day off shall be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Section 3. Sixth Day Guarantee. Any employee called to work on the sixth (6th) day in any regular workweek, shall be guaranteed four (4) hours' work. Reporting time on the sixth (6th) day shall be either 9:00 a.m. or 2:00 p.m. Head Meat Cutters and Journeymen shall be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

Section 4. Overtime. Overtime may be worked behind locked doors at overtime rates from 8:30 a.m. to 9:00 a.m., after 6:00 p.m., and after eight (8) hours in any one day, at the Employer's discretion.

Section 5. Inventory. Employees shall not take inventory outside of regular working hours.

Section 6. Restrictions on Apprentices. Apprentices may be employed at a ratio of not exceeding two (2) for each five (5) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union.

Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

Section 7. Tools. Laundry, tools and sharpening of tools are to be furnished free of cost by Employer.

Section 8. Clean-Up Time. It is expressly understood that no customer shall be served who comes into the market before or after hours set forth in Article 5, that all customers in the market at the closing hour shall be served, that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen (15) minutes and not to be construed as overtime. Such clean-up time shall not be utilized to prepare for the following day's business and shall not be accumulative from day to day.

ARTICLE 5. MARKET OPERATING HOURS

Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served.

ARTICLE 6. HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES

Section 1. Holidays. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Section 2. *Payment of Extra Day Rates.* The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek or the fifth (5th) day of a holiday week. These rates provide a \$1.00 premium over the average daily rate for a full day and a 50 cent premium over the average for a half day.

Section 3. *Extra Help.* Extra help shall be paid at the extra day rates set out above except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE 4. WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 1. *Basic Workday.* Eight (8) hours shall constitute the basic workday, Monday through Saturday; work to begin at 9:00 a.m. and stop at 6:00 p.m., allowing one hour for lunch, said hour to begin no earlier than 11:00 a.m. nor end later than 2:00 p.m. This is to apply to all markets whether manned by one or more than one employee. Employees must be dressed and ready for work at 9:00 a.m. Monday through Saturday.

Section 2. *Basic Workweek.* Five (5) days shall constitute the basic workweek, to be worked Monday through Saturday, with one full day off within each shop, for each employee at the Employer's discretion. The day off shall be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Section 3. *Sixth Day Guarantee.* Any employee called to work on the sixth (6th) day in any regular workweek, shall be guaranteed four (4) hours' work. Reporting time on the sixth (6th) day shall be either 9:00 a.m. or 2:00 p.m. Head Meat Cutters and Journeymen shall be given preference over Apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

Section 4. *Overtime.* Overtime may be worked behind locked doors at overtime rates from 8:30 a.m. to 9:00 a.m., after 6:00 p.m., and after eight (8) hours in any one day, at the Employer's discretion.

Section 5. *Inventory.* Employees shall not take inventory outside of regular working hours.

Section 6. *Restrictions on Apprentices.* Apprentices may be employed at a ratio of not exceeding two (2) for each five (5) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union.

Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

Section 7. *Tools.* Laundry, tools and sharpening of tools are to be furnished free of cost by Employer.

Section 8. *Clean-Up Time.* It is expressly understood that no customer shall be served who comes into the market before or after hours set forth in Article 5, that all customers in the market at the closing hour shall be served, that all meats will be properly taken care of and the market placed in a sanitary condition. Such work not to exceed fifteen (15) minutes and not to be construed as overtime. Such clean-up time shall not be utilized to prepare for the following day's business and shall not be accumulative from day to day.

ARTICLE 5. MARKET OPERATING HOURS

Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served.

ARTICLE 6. HOLIDAYS, VACATIONS AND OTHER COMPENSABLE ABSENCES

Section 1. *Holidays.* There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a national legal holiday it shall be made part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive a full week's pay for four (4) days of work; if an employee works the fifth (5th) day during a holiday week, or the sixth (6th) day during a regular workweek he shall be paid the extra day or half day rates set out in Article 3.

It is agreed that the Head Meat Cutters and Journeymen will be given preference over Apprentices for work on the

sixth (6th) full or half day during a regular workweek, and on the fifth (5th) full or half day during a holiday week.

Section 2. Vacations: Any employee who has given service for the course of one year shall be entitled to one week's vacation with pay. After two (2) years of service he shall be entitled to two (2) weeks' vacation with pay. Effective January 1, 1956, all employees having twelve (12) years of continuous full-time service shall be entitled to three (3) weeks of vacation with pay. Unless otherwise mutually agreed upon between Employer and employee, vacation weeks shall be taken consecutively. A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters. In case of dispute the matter shall be referred to arbitration, as provided for in Article 7.

Whenever a holiday listed in Section 1 of this Article falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the Employer's option.

Section 3. Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such workweek; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

ARTICLE 7. UNION-MANAGEMENT RELATIONS

Section 1. Union Employees. Local 546, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment and who will do everything within their power for the uplifting of the meat industry.

Section 2. Union Shop. The Employer agrees to employ and keep in employment only such persons who, thirty (30) days after the effective date hereof or thirty (30) days after commencement of employment, whichever is later, are, and thereafter continue to remain, members in good standing of said Union. The Employer agrees that, upon written notice from the Union, it will discharge at the Union's request any person, within a period of fifteen (15) days, who shall not be in good standing.

Section 3. Union Preference. When permitted by law, the Employer agrees that when in need of help he will give preference to members in good standing in the Union.

Section 4. Business Representatives. Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the wage scale fixed herein.

Section 5. Discharge. No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

Section 6. Display of Contract and Union Shop Cards. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

Section 7. Grievances and Arbitration. All grievances which cannot be adjusted by the Union and the Employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected Employer and one to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out is to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

Whenever a holiday listed in Section 1 of this Article falls within an employee's vacation period, the employee shall receive an extra day's pay or a subsequent day off, at the Employer's option.

Section 3. Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not exceeding four (4) days in any such workweek; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the State Commission.

ARTICLE 7. UNION-MANAGEMENT RELATIONS

Section 1. Union Employees. Local 546, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment and who will do everything within their power for the uplifting of the meat industry.

Section 2. Union Shop. The Employer agrees to employ and keep in employment only such persons who, thirty (30) days after the effective date hereof or thirty (30) days after commencement of employment, whichever is later, are, and thereafter continue to remain, members in good standing of said Union. The Employer agrees that, upon written notice from the Union, it will discharge at the Union's request, any person, within a period of fifteen (15) days, who shall not be in good standing.

Section 3. Union Preference. When permitted by law, the Employer agrees that when in need of help he will give preference to members in good standing in the Union.

Section 4. Business Representatives. Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business Representatives have full authority and approval from both parties to this Agreement to immediately remove and require the discharge of any men working below the wage scale fixed herein.

Section 5. Discharge. No employee shall be discharged without good and sufficient cause; drunkenness, dishonesty, incompetency, incivility or an over supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given to Union men in replacing help.

Section 6. Display of Contract and Union Shop Cards. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

Section 7. Grievances and Arbitration. All grievances which cannot be adjusted by the Union and the Employer shall be referred to an Arbitration Board consisting of two (2) members to be named by the Union, two (2) by the affected Employer and one to be agreed upon by the four (4) already selected.

No strike, cessation of work, picketing, boycott or lock-out is to occur when arbitration has been requested by either party, provided that the dispute has been heard and decided within a thirty (30) day period from submission.

Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

Section 8. Withdrawal Cards. Any member of Local 546 who is in good standing and is in business for himself who may desire to affiliate with the..... may apply for a withdrawal card, provided

the request be accompanied by a similar request from the..... Withdrawal card may be obtained upon application to the Executive Board of Local 546.

ARTICLE 8. TERM

Section 1. *Initial Term.* This Agreement shall become effective at 12:01 a.m., October 2, 1955, and shall expire at 12:00 midnight, October 6, 1956.

Section 2. *Renewal Term.* If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

Section 3. *Retroactivity.* This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article 3 resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

Executed at Chicago, Illinois, this.....day of....., 1955.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, A.F.of L.

By.....
President

By.....
Secretary-Treasurer

Employer.....

By.....

Employer's Address.....
.....
.....

[fol. 167]

Meeting of District Union at 11 o'clock on November 15th at 9:30

Def 1 Union Ex 41, ind. 544

PROPOSAL MADE TO THE UNION ON NOVEMBER 12, 1957.
IN BEHALF OF THE INDUSTRY, EXCLUDING ASSOCIATED FOOD DEALERS
who will take back 4 mg.

Application:- Contract provisions proposed herein to be applicable to all cities in all Locals, excluding Local No. 189, in which employers operate meat markets or departments. The proposals are as follows:

1. Term of Agreement:- 2 years. Effective date - October 7, 1957, except as otherwise proposed herein re specific provisions; Expiration date - October 3, 1959.

2. Night Operation:- Friday night meat department operation effective December 2, 1957. Male employee to be on duty during market operation.

3. Wage Schedule:-

(a) Self-Service Markets

	⁶ 10-7-57	⁴ 10-6-57
Head Meat Cutter	112.50	116.50
Journeyman	106.00	110.00
<u>Service Markets</u>	8.00	6.50
Head Meat Cutter	110.	116.50
Journeyman	103.50	110.00

(b) Apprentices

0 to 6 Months	72	75
6 to 12 Months	75	78
12 to 18 Months	77.50	80.50
18 to 24 Months	80.50	83.50
24 to 36 Months	84.00	87.00

Note: Apprentices rates to be based on percentage ratio of Self-Service journeyman rate, as follows:

0 to 6 Months	66%
6 to 12 Months	69%
12 to 18 Months	72%
18 to 24 Months	75%
24 to 36 Months	81%

(Apprentice rates apply to Service and Self-Service Markets and Departments).

4. Female Wrappers

(a) Wage Schedule:-

0 to 6 Months	52.50
---------------	-------

OFFER COVERS
1st time
1.50
0.10
4.00
7.00
Fullman
Cap...
Wright
Fullman
Wright

[fol. 168]

IN UNITED STATES DISTRICT
 FOR THE NORTHERN DISTRICT
 DEFENDANTS' EXHIBIT

Def. 28. 41

4. Female Wrappers (Continued)

- (b) Duties:- Wrapping (including boarding and trayng), sealing, scaling, pricing, labeling, displaying and slicing of luncheon meats.
- (c) Male employment guarantee:- No male employee on the payroll as of the Monday following ratification of the contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

5. Wage Rates for 5th Day of Work in Holiday Week and 6th Day of Work in Regular Week:- To be adjusted in direct ratio to Wage Schedules specified above plus present amount of premium. 1.00 per day

6. Work Day; Luncheon Period:-

- (a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:
 - 1. 8:00 A.M. to 6:00 P.M. on Monday, Tuesday, Wednesday, Thursday, and Saturday.
 - 2. 8:00 A.M. to 9:00 P.M. on Friday.
- (b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.
- (c) Employees must be dressed and ready for work at the scheduled starting time.

7. Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half after 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

- (a) Night premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M.
- (b) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked:
 - 1. After 8 hours of work in any work day.
 - 2. Before 8:00 A.M.
- (c) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate (including night work premium, when applicable) of pay in effect during overtime hours.
- (d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

5. Wage Rates for 5th Day of Work in Holiday Week and 6th Day of Work in Regular Week:- To be adjusted in direct ratio to Wage Schedules specified above plus present amount of premium. 1.00 per day

6. Work Day; Luncheon Period:-

- (a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:

1. 8:00 A.M. to 6:00 P.M. on Monday, Tuesday, Wednesday, Thursday, and Saturday.
2. 8:00 A.M. to 9:00 P.M. on Friday.

- (b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.

- (c) Employees must be dressed and ready for work at the scheduled starting time.

7. Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half after 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

- (a) Night premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M.

- (b) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked:

1. After 8 hours of work in any work day.
2. Before 8:00 A.M.

- (c) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate (including night work premium, when applicable) of pay in effect during overtime hours.

- (d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

8. Work Week:- The work week shall consist of 40 hours in all Locals except Local No. 262. The work week in Service Markets in cities within the jurisdiction of Local No. 262 shall be reduced from 42 to 40 hours, effective December 2, 1957.

9. Clean-Up Time:

- (a) Self-Service Markets:- Clean-up may be performed after 6:00 P.M. provided 25¢ per hour premium is paid for such work performed after 6:00 P.M.
- (b) Service Markets:- Customers in the meat department at closing hour shall be served; all meats will be properly taken care of and the market placed in a sanitary condition; such work not to exceed 15 minutes after closing hour and is not to be construed as time worked. Clean-up time shall not be utilized to prepare for the following day's business and shall not be cumulative from day to day. It is understood that no customer shall be served who comes into the market or meat department before or after the hours set forth in Article 5.(Market Operating Hours).

10. Article 4, Section 5 - eliminate in Service and Self-Service contracts.

11. Article 4, Section 7. - Second and third paragraphs of Self-Service contract - eliminate.

12. Article 2, Section 2. of Self-Service contract and Article 2 of Service contract - Add to or revise as follows:

Those items which may be pre-packaged off the premises by the packer, supplier or the employer may be pre-priced off the premises.

13. Article 2. - Modify the Article in both Service and Self-Service contracts to permit the sale outside of market operating hours of fresh poultry processed on the premises, fresh pork sausage, smoked hams and smoked butts and ham slices from Self-Service cases.

14. Frozen Specialty Items:- Modify Article 2 in Service and Self-Service contracts to provide that the employer may sell frozen fresh meat specialty items processed off the premises, but not including frozen fresh cuts comparable to the standard fresh retail cuts.

Examples of items that may be sold:

- (a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.
- (b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or not breaded.
- (c) Frozen and formed meat balls.
- (d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.).

15. Article 2. of Self-Service contract.- Modify to provide that special service type delicatessen departments requiring manual processing of unwrapped smoked sausage, loaf meats and ready-to-eat meats can be operated in Self-Service markets with the same jurisdictional exemption as in Article 2. of the Service contract.

16. Rest Periods:- Two 10 minute rest periods per day in Service and Self-Service contracts.

not to exceed 15 minutes after closing hour and is not to be construed as time worked. Clean-up time shall not be utilized to prepare for the following day's business and shall not be cumulative from day to day. It is understood that no customer shall be served who comes into the market or meat department before or after the hours set forth in Article 5. (Market Operating Hours).

10. Article 4, Section 5 - eliminate in Service and Self-Service contracts.
11. Article 4, Section 7. - Second and third paragraphs of Self-Service contract - eliminate.
12. Article 2, Section 2. of Self-Service contract and Article 2 of Service contract - Add to or revise as follows:

Those items which may be pre-packaged off the premises by the packer, supplier or the employer may be pre-priced off the premises.
13. Article 2: - Modify the Article in both Service and Self-Service contracts to permit the sale outside of market operating hours of fresh poultry processed on the premises, fresh pork sausage, smoked hams and smoked butts and hot slices from Self-Service cases.
14. Frozen Specialty Items:- Modify Article 2 in Service and Self-Service contracts to provide that the employer may sell frozen fresh meat specialty items processed off the premises, but not including frozen fresh cuts comparable to the standard fresh retail cuts.

Examples of items that may be sold:
 - (a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.
 - (b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or not breaded.
 - (c) Frozen and formed meat balls.
 - (d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.).
15. Article 2. of Self-Service contract.- Modify to provide that special service type delicatessen departments requiring manual processing of unwrapped smoked sausage, loaf meats and ready-to-eat meats can be operated in Self-Service markets with the same jurisdictional exemption as in Article 2. of the Service contract.
16. Rest Periods:- Two 10 minute rest periods per day in Service and Self-Service contracts.
17. Article 8, Section 3. Modify both contracts to provide 30 day continuance of contract and a maximum of 60 day wage retroactivity.
18. Successor and Assigns Provision:- As agreed upon.
19. Right of Industry to Change and Amend Proposal at Any Time.

Received
November 13, 1957

Def. Union 42 id

15

5000
7100
1500
430
600
400
900

PROPOSAL MADE TO THE UNION ON NOVEMBER 11, 1957,

IN BEHALF OF THE INDUSTRY, UNITING ASSOCIATIONS OF MEAT CUTTERS.

Application:- Contract provisions proposed herein to be applicable to all cities in all Locals, excluding Local No. 189, in which Employers operate meat markets or departments. The proposals are as follows:

1. **Term of Agreement:-** 2 Years. Effective date - October 7, 1957, except as otherwise proposed herein re specific provisions; Expiration date - October 3, 1959.
2. **Night Operation:-** Friday night meat department operation, effective OCT 6 - 1957. Male employee to be on duty during market operation.
3. **Wage Schedule:-**

(a) Self-Service Markets

	Effective 10-7-57	Dates 10-6-58
Head Meat Cutter Journeyman	<u>112.50</u> <u>128.00</u>	<u>118.50</u> <u>112.50</u>
<u>Service Markets</u>	<u>95.00</u> <u>50</u>	<u>50</u> <u>50</u>
Head Meat Cutter Journeyman	<u>111.50</u> <u>105.00</u>	<u>116.50</u> <u>110.50</u>

(b) Apprentices

0 to 6 Months	<u>72</u>	<u>75</u>
6 to 12 Months	<u>75</u>	<u>78</u>
12 to 18 Months	<u>78</u>	<u>81</u>
18 to 24 Months	<u>81</u>	<u>84</u>
24 to 36 Months	<u>86</u>	<u>89</u>

(Apprentice rates apply to Service and Self-Service Markets and Departments).

4. Female Wrappers

(a) Wage Schedule:-

	Effective from 12-2-57 to 10-3-59
0 to 6 Months	<u>52.50</u>
6 to 12 Months	<u>55</u>
12 to 18 Months	<u>57.50</u>
18 to 24 Months	<u>60</u>
24 to 36 Months	<u>65</u>
After 36 Months	<u>70</u>

[fol. 171]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILL.

DEFENDANTS' EXHIBIT 42

Application:- Contract provisions proposed herein to be applicable to all cities in all Locals, excluding Local No. 189, in which Employers operate meat markets or departments. The proposals are as follows:

1. Term of Agreement:- 2 Years. Effective date - October 7, 1957, except as otherwise proposed herein re specific provisions; Expiration date - October 3, 1959.

2. Night Operation:- Friday night meat department operation, effective OCT 6 - 1957. One employee to be on duty during market operation.

3. Wage Schedule:-

(a) Self-Service Markets

	Effective 10-7-57	Dates 10-6-58
Head Meat Cutter	112.50	118.50
Journeyman	108.00	112.50
<u>Service Markets</u>	95.00	55.00
Head Meat Cutter	111.50	116.50
Journeyman	105.00	110.50

(b) Apprentices

0 to 6 Months	72	75
6 to 12 Months	75	78
12 to 18 Months	78	81
18 to 24 Months	81	84
24 to 36 Months	84	87

(Apprentice rates apply to Service and Self-Service Markets and Departments).

4. Female Wrappers

(a) Wage Schedule:-

	Effective from 12-2-57 to 10-3-59
0 to 6 Months	52.50
6 to 12 Months	55.00
12 to 18 Months	57.50
18 to 24 Months	60.00
24 to 36 Months	62.50
After 36 Months	65.00

(Part-time wrappers to receive pro-rata weekly rate of full-time wrapper; part-time wrappers to not be employed in excess of 24 hours per week; wage progression to be based on accumulated hours equivalent to those worked by full-time wrappers).

Employer State; will not stand in way of settlement.

[fol. 171]

IN UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 42

4. Female Wrappers (Continued)

(b) Duties:- Wrapping (including boarding and trayng), sealing, scaling, pricing, labeling, displaying, and slicing of luncheon meats.

(c) Male Employment Guarantee:- No male employee on the payroll as of the Monday following ratification of the contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

5. Wage Rates for 5th Day of Work in Holiday Week and 6th Day of Work in Regular Week:- To be adjusted in direct ratio to Wage Schedules specified above plus present amount of premium. *7-25-1957*

6. Work Day; Luncheon Period:-

(a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:

1. 8:00 A.M. to 5:00 P.M. on Monday, Tuesday, Wednesday, ~~THRU~~ Thursday, and Saturday.

2. 8:00 A.M. to 9:00 P.M. on Friday, *effective Oct 6, 1958*

(b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.

(c) Employees must be dressed and ready for work at the scheduled starting time.

7. Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half ~~at~~ 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

*EFFECTIVE
OCT 6 - 58*

(C)(2) Night premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M.

(A)(b) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked;

1.. After 8 hours of work in any work day.

2.. Before 8:00 A.M.

(b)(c) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate (including night work premium, when applicable) of pay in effect during overtime hours.

(d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

5. Wage Rates for 5th Day of Work in Holiday Week and 6th Day of Work in Regular Week:- To be adjusted in direct ratio to Wage Schedules specified above plus present amount of premium. *7-5-57*

6. Work Day; Luncheon Period:-

- (a) Effective December 2, 1957, the work day to be changed to an 8 hour work day to be worked between the hours of:

1. 8:00 A.M. to 5:00 P.M. on Monday, Tuesday, Wednesday, ~~THRU~~ Thursday, and Saturday.

2. 8:00 A.M. to 9:00 P.M. on Friday, *effective Oct 6, 1958*

- (b) One hour shall be allowed for lunch in all markets whether manned by one or more than one employee; said lunch hour to begin no earlier than 11:00 A.M. and to end no later than 2:00 P.M. except that employees scheduled to work until 9:00 P.M. shall be allowed a supper period in lieu of lunch period.

- (c) Employees must be dressed and ready for work at the scheduled starting time.

7. Overtime or Premium Pay:- Effective December 2, 1957, all contract provisions requiring the payment of time and one-half ~~after~~ 6:00 P.M. and before 9:00 A.M. to be eliminated and the following provision substituted therefor:

*EFFECTIVE
OCT 6 - 58*

- (C)(d) Night premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M.

- (d)(b) Overtime may be worked at any time except Sundays and holidays at the discretion of the employer; overtime to be paid for at time and one-half the employee's regular hourly wage rate. Overtime payable on the above basis for all hours worked;

1.. After 8 hours of work in any work day.

2.. Before 8:00 A.M.

- (b)(e) Employee's regular hourly wage rate is defined as the employee's straight hourly wage rate (including night work premium, when applicable) of pay in effect during overtime hours.

- (d) Overtime shall not be pyramided; that is, paid for twice for the same hour worked; thus, in calculating the overtime for any employee in any work week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

8. Work Week:- The work week in Service Markets in cities within the jurisdiction of Local No. 262 shall be reduced from 42½ to 40 hours, effective December 2, 1957.

Oct 6 - 1958

[fol. 172]

173

9. Clean-Up Time:

- (a) Self-Service Markets: - Clean-up may be performed after 6:00 P.M. ~~and no compensation is paid for such work performed after closing.~~
- (c) Service Markets: - Customers in the meat department at closing hour shall be served; all meats will be properly taken care of and the market placed in a sanitary condition; such work not to exceed 15 minutes after closing hour and is not to be construed as time worked. Clean-up time shall not be utilized to prepare for the following day's business and shall not be cumulative from day to day. It is understood that no customer shall be served who comes into the market or meat department before or after the hours set forth in Article 5. (Market Operating Hours).

10. Article 4, Section 5 - eliminate in Service and Self-Service contracts. (INVENTOR)

11. Article 4, Section 7. - Second and third paragraphs of Self-Service contract - eliminate.

12. Article 2, Section 2, of Self-Service contract and Article 2 of Service contract. - Add to or revise as follows:

Those items which may be pre-packaged off the premises by the packer, supplier or the employer may be pre-priced off the premises.

11. Article 2. - Modify the Article in both Service and Self-Service contracts to permit the sale outside of market operating hours of fresh poultry processed on the premises, fresh pork sausage, smoked hams and smoked butts and ham slices from Self-Service cases.

PICNICS

12. Frozen Specialty Items: - Modify Article 2 in Service and Self-Service contracts to provide that the employer may sell frozen fresh meat specialty items processed off the premises, but not including frozen fresh cuts comparable to the standard fresh retail cuts.

Examples of items that may be sold:

- (a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.
- (b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or not breaded
- (c) Frozen and formed meat balls.
- (d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.).

13. Article 2. of Self-Service contract. - Modify to provide that special service type delicatessen departments requiring manual processing of unwrapped smoked sausage, loaf meats and ready-to-eat meats can be operated in Self-Service markets with the same jurisdictional exemption as in Article 2. of the Service contract.

not to exceed 15 minutes after closing hour and is not to be construed as time worked. Clean-up time shall not be utilized to prepare for the following day's business and shall not be cumulative from day to day. It is understood that no customer shall be served who comes into the market or meat department before or after the hours set forth in Article 5. (Market Operating Hours).

10. Article 4, Section 5 - eliminate in Service and Self-Service contracts. (INVENTORIES)

11. Article 4, Section 7 - Second and third paragraphs of Self-Service contract - eliminate.

12. Article 2, Section 2 of Self-Service contract and Article 2 of Service contract - Add to or revise as follows:

Those items which may be pre-packaged off the premises by the packer, supplier or the employer may be pre-priced off the premises.

11. Article 2 - Modify the Article in both Service and Self-Service contracts to permit the sale outside of market operating hours of fresh poultry processed on the premises, fresh pork sausage, smoked hams and smoked butts and ham slices from Self-Service cases.

12. Frozen Specialty Items:- Modify Article 2 in Service and Self-Service contracts to provide that the employer may sell frozen fresh meat specialty items processed off the premises, but not including frozen fresh cuts comparable to the standard fresh retail cuts.

Examples of items that may be sold:

- (a) Frozen and formed (flaked, chopped or cubed) patties with or without butter or vegetables.
- (b) Frozen and formed (flaked, chopped or cubed) patties, steaks or chopettes, breaded or not breaded.
- (c) Frozen and formed meat balls.
- (d) Frozen offal (liver, brains, kidneys, hearts, sweetbreads, etc.).

13. Article 2 of Self-Service contract.- Modify to provide that special service type delicatessen departments requiring manual processing of unwrapped smoked sausage, loaf meats and ready-to-eat meats can be operated in Self-Service markets with the same jurisdictional exemption as in Article 2. of the Service contract.

14. Rest Periods:- Two 10 minute rest periods per day in Service and Self-Service contracts.

15. Article 8, Section 3. Modify both contracts to provide 30 day continuance of contract and a maximum of 60 day wage retroactivity.

16. Successor and Assigns Provision:- As agreed upon.

17. Right of Industry to Change and Amend Proposal at Any Time.

[fol. 174]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 43

[Handwritten Notification Received as an Offer of Proof]

AMALGAMATED MEAT CUTTERS

and D. W. of W. A.

Local 546

Special Contract Meeting Sunday November 24, 1957.

Plumbers Hall
1340 W. Washington Blvd.

Meeting called to
order at 2:03 P.M.

Sec. Treas. R. Emmett Kelly asked the membership for their cooperation in order to give the photographer the time to take the pictures of the Membership and the Officers of Local 546 present at this meeting.

Sec. Kelly informed the membership that this meeting was called for the single purpose of ratifying a proposed Contract for a period of two years. There are three propositions to be discussed and voted upon by the membership. The membership's vote will decide and select our contract for the ensuing two years. Sec. Kelly asked the membership to give their full attention to the meeting in its entirety, for there have been long hours of arbitration spent on the part of your negotiating committee in the past three months to bring this proposed contract to the membership. No other business will be taken up at this meeting.

Sec. Kelly then introduced our own Pres. Thomas Gorman who opened the meeting officially. Pres. Thomas Gorman, then informed the membership that Sec. Treas. R. Emmett Kelly, and our International Vice Pres., has been working until midnight for the past four nights, due to the different proposals presented by the employers, in order to bring the membership up to date on the proposed Contract as presented today. Pres. Thomas Gorman then asked Sec. Kelly to continue on with the meeting.

Sec. Kelly proceeded to introduce our guests for this meeting namely; Bob Gorman and Ray Abramson from Local 55, Frank Kacin from Local 638, George Flash and Phil Varney from Local 262, Roco Roti Int. Organizer, Frank Putrich and Bob Fitzpatrick of Local 612, Holford Harris Local 547, Executive Board of Local 546 George Pages, George Herkert, Glenn Naumann, Bus. Agents from Local 546, John Moran, Fred Nicklas, Frank Kelly, Oscar Lehmann, James Claborn who is filling Edward Peterson's place since ill and retired, and Arnold Mayer, Public Relations Director of our International Union.

Sec. Kelly informed the membership that we had a delegation from the German Trades Unions present at our meeting. Our contract meeting being the first they had observed in this country. Sec. Kelly then introduced Quirt Stuehler Treas. of German Trade Union Federation of Labor, Klaus Wust Interpreter for the delegation, and Willi Richter Pres. of the German Federation of Labor, [fol. 175] Vice Pres., International Confederation of Free Trade Unions, and Labor Member of the governing body of International Labor Organizations. Willie Richter's position in the German Labor Movement is equivalent to that of George Meany in our American Federation of Labor.

Willie Richter spoke to the membership, and his interpreter translated his speech into the English language for the membership, sentence by sentence for their benefit. Willie Richter extended the greetings from the German Federation of Labor to the members of Local 546, and stated that it was a privilege for their delegation to be present at this Contract Meeting, which affects all the members in this area. You will be presented with a Contract, it is your decision that will decide the fate for your working conditions, give it serious thought. I will not take up any more of your time. We wish you success and may your work be well rewarded.

Sec. Kelly thanked Willie Richter for his speech, and then introduced Irving Stern our International Organizer from New York, who is cooperating with Sec. Kelly in the organization of the Agar Plant. Int. Org. Irving Stern

has been at this job for 8 weeks, and is doing a very fine job. The Taft-Hartley Act will not permit a Boycott.

[Int. Org. Irving Stern greeted the membership and stated that on the way to the meeting today he passed the statue dedicating the scene of the HayMarket Massacre. This statue symbolizes a movement in Labor, where men sacrificed their lives, in order to provide better working conditions and better living conditions. In April 1914 a Charter was issued to Local 546, at that time you worked 6 days a week, from 7:00 A.M. to 7:00 P.M. five days a week, and from 7:00 A.M. to 10:00 P.M. on Saturdays, for \$10.50 per week. You could not have held this meeting today, for the Sunday before Thanksgiving in those days you were required to prepare your Thanksgiving orders, at your own time and expense. The Agar situation has been in existence for 15 years, and they have used every trick in the book to defeat the cause of labor. Recently the Agar Company has stated another campaign against Organized Labor, they found one of the men sympathetic to Organized Labor and fired him, if this condition is allowed to exist all achievements will be lost. We have gone to these people making all efforts to settle this situation, but to no avail. They are [fol. 176] now using coercion methods in order to keep their employees out of the ranks of organized labor. This will be a long term fight, if we do not receive the cooperation of all. They are determined to keep organized labor out of their plant, with the opportunity of Free Speech as it still exist in our beloved country, we are going to preach the program of:—Please Do Not Buy Agar Products, and with your support it will not be long before Agar Products will be Union Products.

Pres. Thomas Gorman thanked Int. Org. Irving Stern for his talk, and introduced our International Secretary Patrick Gorman, and asked him to preside as Honorary Chairman of the meeting after his speech. Int. Sec. Patrick Gorman stated that due to the large number of members present at this meeting with no seats, he would not delay the progress of the meeting, especially at this yearly meeting, which all of the membership is looking forward to. Local 546 is one of the finest Locals affiliated with the International and is noted for it's many accomplishments

in the progress of the Labor Movement, to continue this progress the membership was asked to have confidence in the Officials of Local 546 as they have had in the past.

International Secretary Patrick Gorman then turned the meeting over to Secretary Treasurer R. Emmett Kelly for explanation of the Contract for the ensuing year to the membership.

Sec. Kelly informed the membership that this is the largest agenda that was ever prepared for a contract meeting, in fact it numbers 44 pages and every page is of importance to the membership, and asked for their cooperation, for it is for their benefit. There were 12 meetings with the employers, in fact the meeting of Wednesday of this week started at 9:00 A.M. to 11:00 P.M., and there were Contract Proposals presented after that, wanting to alter the contract as agreed to. You will have the privilege on voting on three different proposals that will be presented to you, and your negotiating committee will make a recommendation to the membership after the three proposals have been presented to the membership. As in previous meetings Recording Secretary Glenn Naumann will read the agenda and Sec. Treas. Emmett Kelly will explain it to the membership.

[fol. 177] Sec. Kelly stated that our Credit Union has been in existence for two years, and it's progress is very good, it is a non-profit organization. Our membership to date is 850, the loans granted by the Credit Committee to date number 568, for a total of \$118,196.80. Our total Assets are \$130,848.00, total Savings \$86,474.28. We paid 3% interest on accounts in 1956, in 1957 we will pay 3½% interest on accounts, which is very good for an organization as new as ours. We are quite proud of it's progress.

Sec. Kelly then asked Recording Secretary Glenn Naumann to proceed with the agenda for the meeting, which is as follows:

The Affiliated Meat Cutters Unions, namely Locals, 189, 262, 320, 546, 547, 571 and 638, with 350 Hammond and Gary and 612 Joliet participating as observers, totaling approximately 10,000 Union Meat Cutters had their first

joint meeting as far back as May 9, 1957. The official staffs of all concerned agreed to make a survey of their respective markets to determine from the membership what the extent of our Contract demands would be. Additional meetings on this subject were held on July 10 and July 18.

Sec. Kelly informed the membership that at this point your Negotiating Committee decided that personal contact with the members, would be their best means of determining the memberships demands for the ensuing contract. This information was gathered through the Business Agents and your Negotiating Committee.

On August 20, 1957 Contract demands were presented to the employers and a joint negotiating meeting was planned for the Bismarck Hotel on September 5, 1957, at that meeting the following Companies were represented: Kroger, A & P, National Tea, Jewel Foods, Del Farm, Hillmans, I.G.A. (Table Rite), Associated Food Dealers, Wieholdts, Sure-Save, Piggly Wiggly, Goldblatts, and High-Low Foods.

Contract Demands submitted by the Affiliated Local Unions Negotiating Committee and covering Meat Cutter Locals No. 189, 262, 320, 546, 547, 571 and 638.

1. A two Year Agreement with wage increases as specified below for the first Year and with a wage re-opener. Only for the second year.

[fol. 178]

2. Time and one-half to be paid for all work in excess of Forty Hours per week.

3. There shall be two Fifteen Minute Rest Periods each Day in All Meat Departments.

4. Increase all Journeymen in both Service and Self-Service Markets to \$112.50 weekly.

5. Increase all Head Meat Cutters in both Service and Self-Service Markets to \$119.00 weekly.

6. Increase all Apprentices in both Service and Self-Service Markets as Follows: First Year \$72.00 per week, Second Year \$80.00 per week, Third Year \$88.00 per week.

7. Groups Three and Four in Local 189 to be incorporated in Group Two.
8. Whenever an employee who has been employed Six Months or longer leaves his present employment for any reason, he shall be entitled to Pro-Rated Vacation based on his months of service.
9. Increase the Vacation Schedule to include three weeks vacation for ten years of service.
10. Reinstate "Veterans Day" as a Paid Holiday.
11. Service Markets under the jurisdiction of Local 262 demand the same Forty Hour Work Week as presently in Self Service Markets.
12. Contract demands shall be subject to retroactivity at all times.
13. The Union shall have the right to supplement these demands at any time during the negotiations.
14. Successors and Assigns Clause:

This Agreement shall be binding upon the Company herein, and its Successors and Assigns and, no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein or by any change to any other form of business organization or by any change, geographical or otherwise, in the location of the company herein.

[fol. 179]

Sec. Kelly explained to the membership that our first demands were inflated in order to reach a compromise later. The Successors and Assigns Clause was presented for the protection of the Membership, with the idea in mind to protect the Memberships rights and benefits in the event of any consolidation or sale of business upon the part of the employer.

There were meetings held on Sept. 11, Sept. 12, and Sept. 18 at which time no money offers were made, then a \$4.00 offer for the first year and a \$3.00 offer for the second year, with a 2 year contract was made from all of

industry. Then a \$5.00 and \$5.00 offer was made from the Association only. To read this in detail would consume too much time.

On October 22, 1957 a meeting was held between the Union and the employers at 2:15 P.M. in the Bismarck Hotel, wherein the Union was to receive an answer from the employers as a result of their previous meeting on October 16, 1957. Bob Cone of National Tea Co., acted as spokesman for the employers group and presented the following Contract on their behalf:

PRESENT CONTRACT with FOLLOWING CHANGES:

Two Year Contract expires October 3, 1959.

Service Markets, 1st year, Head Meat Cutters \$108.00, Journeymen, \$101.50, Second Year Head Meat Cutters \$112.00, Self Service Markets, 1st year, Head Meat Cutters \$112.50, Journeymen \$106.00, Second Year Head Meat Cutters \$116.50, Journeymen \$110.00. Apprentices, both Service and Self-Service Markets, 1st year 0 to 6 months \$72.00, 6 to 12 months \$75.50, 12 to 18 months \$77.50, 18 to 24 months \$80.50, 24 to 36 months \$86.00. Second Year 0 to 6 months \$75.00, 6 to 12 months \$78.00, 12 to 18 months \$80.50, 18 to 24 months \$83.50, 24 to 36 months \$89.00.

2. Female Wrappers First Year of the Contract, 0 to 12 months \$52.00, 12 to 24 months \$57.00, 24 to 36 months \$62.00. Second Year of the Contract 0 to 12 months \$54.00, 12 to 24 months \$59.00, 24 to 36 months \$64.00.

3A. Duties of Female Wrappers shall be Limited to the Following in Self Service Markets:

Wrapping and sealing, Pricing, Sealing, Labeling, Displaying and Stocking, and slicing of Luncheon Meats.

3B. No Male employee on payroll as of the Monday following ratification of this Contract shall lose his employment due to the hiring of a female wrapper. The Union shall be Notified Immediately of the Employment of Female Wrappers:

[fol. 180] 4. Article IV—Section 1 Modified as Follows:

Sub-Section A—8 hours shall constitute the basic work day which may be worked between 8:00 A.M. and 6:00

P.M. One hour for lunch whether manned by one or more than one employee, from 11:00 to 2:00.

In Self Service Departments Only—Clean up Duties may be performed after 6:00 P.M.—Provided Overtime is Paid.

b) Article IV—Sec. 4 Modify Overtime.

May be worked behind closed doors at overtime rates before 8:00 A.M. and after 6:00 P.M. and after eight hours in any one day.

c) Overtime shall not be pyramided or paid twice for the same hours worked.

In figuring overtime for any employee in any work-week any hours for which overtime is payable under any of the above provisions shall not be used in figuring overtime under any other of the above provisions.

5. Successors and Assigns Clause—O.K.

6. Modify Article 2—Both Contracts.

To permit the sale of fresh poultry processed on premises—fresh pork sausage—smoked hams, whole, half or sliced—and butts from Self Service Cases, outside of market operating hours.

7. Modify Article II in both contracts to provided the employer may sell frozen fresh meat specialty items processed off premises but not including Fresh Frozen Cuts Comparable to Standard Fresh Retail Cuts.

8. Modify Article II—Self Service Contract.

9. Two ten minute rest periods in Service Markets.

Sec. Kelly informed the membership that the above offer was made for all of industry, by Bob Cone of the National Tea Co., including the Association, with the exception of the Jewel Tea Co. Jewel Tea Co., was asked to state their position. Mr. Vorbeck of Jewel said:

They cannot go along with Industry because of the non-inclusion of Night Operation. They had requested an opinion from their Law Firm earlier in negotiations as to the legality of regulating hours of work. They were told it was clearly a violation of the Anti-Trust Laws, and could go to Court to seek an injunction or file charges of conspiracy against the Union, or refuse to sign the Contract

and sue the Union for any strike action that might result. [fol. 181] They said they want one night a week or otherwise suit will be instituted.

They further added that they will negotiate separately or otherwise other than this.

Jewel then read the following letter from their Law Firm outlining a course of action they would follow:

Sec. Kelly informed the membership that he asked Mr. Vorbeck for a copy of the letter from their law firm, in order that the membership might hear it as your negotiating committee had. Mr. Vorbeck was kind enough to grant this request, incidentally this firm is one of the best and most expensive there is in the city. The letter is as follows: from—

Winston Strawn Smith & Patterson, First National Bank Bldg. Chicago, Illinois, dated—October 2, 1957. to— Jewel Food Stores, 1955 W. North Ave., Melrose Park, Ill., Attention: E. G. Vorbeck. Gentlemen:

You have requested our opinion as to the legality of a provision insisted upon by the Amalgamated Meat Cutters Local 546, and Associated Food Retailers of Greater Chicago, Incorporated, for inclusion in a so-called Service Contract, which provides that meat market operating hours shall be 9:00 A.M. to 6:00 P.M. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above, except that customers in the market at the closing hour shall be served. The same parties are insisting upon a substantially equivalent provision in a contract for so-called "self-service markets", except that meats not for human consumption, bacon, delicatessen meats, frozen poultry and frozen packaged fish may be sold at other hours. The effect of the provision is that regardless of wages, hours and working conditions, the Union and the Associated Food Retailers of Greater Chicago, Incorporated (or enough of its members to control its actions) Are Insisting that Trade in most meats for human consumption take place only within these specified hours and that meats for human consumption be withheld from the public at all other times. The result is that meat for dogs can be bought at the convenience of the buyer in the Chicago area but that meat for people

can be bought only at the times dictated by the Retailers Union combination.

It is our opinion that this restriction of trade is a clear violation of the Anti-Trust Laws.

Without going into detail, because as you know, the subject of the Anti-Trust Laws is an extremely complex one, we refer you to such cases Kold-Kist Inc., vs Amalgamated Meat Cutters, Alpha Beta Food Market vs Amalgamated Meat Cutters, Red Owl Stores, Inc. vs Amalgamated meat Cutters.

You have three courses of action open to you:

- (1) You could now file an action for declaratory judgment and, if our view are correct, secure judgment that the action of the aforementioned parties is an illegal conspiracy:
- (2) You could proceed for an injunction either separately from the declaratory judgment action or as part of it;
- (3) You could refuse to sign the contract, a strike might ensue, and you could then sue the parties for resultant damages, trebled.

There is a fourth course of action open to you, which is to suggest to the Anti-Trust Division of the Department of Justice that it conduct an investigation looking to criminal action. On the whole, we think it is better for you to be in charge of your own investigation and litigation rather than to turn it over to third parties who may not press it as promptly as you may press it yourselves.

Sec. Kelly stated that the above letter was an opinion from the Jewel Tea Law department, and this is what we call negotiating with a gun in your back, and that is exactly what your Committee went through from this point on. We were threatened on numerous occasions from this point on with Court Action, and others join the ranks of Jewel. It is up to the membership to decide today, if they want a contract without night operation, we will take our chances with Court Action, and if night operation comes to Chicago we thank Jewel Tea for it.

As you have noted up to this point Jewel Tea, has had no part of the contract as presented by the employers.

On November 1st another meeting was held with the employers at which time Mr. Vorbeck of Jewel Foods made the following proposition to the Union and covering Jewel Only.

Offer Made to Union on November 1, 1957 on Behalf of Jewel Tea Company, Inc.

Application—Contract provisions other than wage scales to be applicable to all cities in all Locals in which the Company operates Jewel Markets. Wage increases (but not wage scales) apply to all cities in all Locals in which the company operates Jewel Markets.

[fol. 183] These scales are applicable to any Market operated after 6:00 P.M. for sales of Fresh Red Meats.

Industry Offer Except As Modified As Follows:

- 1 Term—2 years.
- 2 Nights of operation—5—Monday thru Friday. Journeymen on duty Thursday and Friday—on other nights First employee called must be a Journeyman.

Sec. Kelly pointed out that through the years we have been fighting against one night a week operation, and now Jewel Tea comes along and wants five nights a week. They give us a guarantee that on Thursday and Friday Nights, Journeymen would be on duty, but on the other three nights one Journeyman would be called and the balance could be females according to their terms.

3. Female Wrappers—Wage Scale—Two Years.

0-6 months \$52.50, 6-12 months \$55.00, 12-18 months \$57.50, 18-24 months, \$60.00, 24-36 months \$65.00, after 36 months \$70.00. This comes out \$1.00 higher after the second year than the Industry Offer.

(b) Duties—To be defined in Industry Offer.

(c) Reasonable initiation fees and dues in line with wage scale.

(d) Same male employment guarantee as set out in Industry Offer.

4. Effective November 25—the workday to be changed to eight hour flexible workday to be worked between the hours

of 8:00 A.M. to 9:00 P.M.—Monday thru Friday, 8:00 A.M. to 6:00 P.M.—Saturdays—No work Sundays or Holidays.

5. Effective November 25 all Contract provisions regarding the payment of time and one-half for work before 9:00 A.M. and after 6:00 P.M. to be eliminated and the following provision substituted therefor:

(a) Night work premium in the amount of 25¢ per hour shall be payable for all hours worked after 6:00 P.M. up to 6:00 A.M. (Local 350 has time and one-half after 6:00 P.M. every day).

Sec. Kelly pointed out to the membership at this time their so-called flexible work week, which was constructed for the company benefit. They can bring you in anytime from 8:00 A.M. on, and let you put in your 8 hours irregardless of the time they called you in, and pay you 25¢ an hour extra for any time put in from 6:00 P.M. on to 6:00 A.M.

(b) Overtime may be worked at any time, except Sundays and Holidays, at the discretion of the employer, provided it is paid for at time and one-half the employee's regular hourly rate of pay as defined herein. Overtime shall be payable on the above basis for all hours worked:

(1) After 8 hours of work in any workday.

(2) After 4 hours of work on the sixth day of a work-week provided however that effective October 6, 1958 and continuing for the balance of the term hereof, overtime shall be payable for all hours worked after 40 hours of work in any work-week; and Before 8:00 A.M.

Sec. Kelly stated that in Jewel there are any amount of our people who are working 5½ and 6 days and enjoying premium pay. We made a demand for time and one-half for any work performed on the sixth day and this is the Jewel Tea Co. honest answer. The answer came from Mr. Hargrave, who stated that they did not mind paying time and one-half for work performed on the sixth day, for eventually according to their program they intended to

eliminate all work performed on the sixth day. As a consequence you would be nothing ahead, so this demand was dropped, not completely, for we did gain a point, as you will see as the meeting progresses.

For the purpose of this overtime provision, the employees regular rate of pay shall mean the employee's hourly rate (including night work premium— $37\frac{1}{2}\%$, when applicable) of pay in effect during the overtime hours.

(c) Overtime shall not be pyramided; that is Paid for twice for the same hours worked. Thus, in calculating the overtime for any employee in any work-week, any hours for which overtime is payable under one of the above provisions shall not be used for calculating overtime under any other provision.

(d) Hours not worked on a Holiday but which are paid for under Article VI, Section I shall not be considered as hours worked for the purpose of computing overtime pay. Will not pay time and one-half after 32 hours in a Holiday Week. [fol. 185] This means the dropping of extra day rates at \$1.00 premium effective on the same date the above overtime provision becomes effective and the substitution of Sixth half-day rates at a 50¢ premium there for.

6. Reduce the work-week in all areas in which the company has operations where the work-week is now $42\frac{1}{2}$ hours or more by $2\frac{1}{2}$ hours effective November 18.

7. Wage scale for apprentices applicable to both Service and Self-Service markets. Effective 10-7-57: 0-6 months \$72.00, 6-12 months \$76.00, 12-18 months \$79.00, 18-24 months \$82.50, 24-36 months \$89.00. Effective 10-6-58: 0-6 months \$76.00, 6-12 months \$79.50, 12-18 months \$83.00, 18-24 months \$86.50, 24-36 months \$93.00.

8. Wage Scales for Head Meat Cutters and Journeymen, effective 10-7-57;—Self-Service Markets—Head Meat Cutters \$116.50, Journeymen \$110.00. Service Markets Head Meat Cutters \$114.50, Journeymen \$108.00. Effective 10-6-58.—Self-Service Markets—Head Meat Cutters \$121.50, Journeymen \$115.50. Service Markets—Head Meat Cutters

\$121.50, Journeymen \$115.00. (Increase applicable to Self-Service plus \$2.50 first year plus \$2.00 second year)

Sec. Kelly informed the membership that Jewel Tea Co., stated that we could accept this offer as is, but should not attempt to modify it. This offer represents an increase in wages of \$650,000 for the first year and \$1,000,000.00 increase in payroll in two years.

The combined Local Unions hoping to make their demand more acceptable to the balance of industry other than Jewel presented the following new demands modified accordingly.

1. One Year Agreement.
2. Time and one-quarter to be paid for any work performed during regular market hours—on the sixth day,
3. Two ten minute rest periods in both markets.
4. Head Meat Cutters and Journeymen shall be increased by \$10.00 weekly.
- [fol. 186] Part 2—Narrow differential between Service and Self-Service markets by \$2.50 weekly.
5. Apprentices—0-6 months \$72.00, 6-12 months \$76.00, 12-18 months \$79.00, 18-24 months \$82.00, 24-36 months \$89.00.
6. In groups 3 and 4 (L 189) 40 hour work-week time and half after eight hours and time and one-quarter on the sixth day.
7. Eliminate our demand for pro-rated vacations.
8. Three weeks vacation for 10 years service.
9. Veterans Day Out.
10. L 262 Service Markets demand 40 hour week.
11. Retroactivity—modify Section 3 of Article 8 to: 30 day continuance of Contract and Ninety day retroactivity.
12. Right to supplement demands.
13. Successors and Assigns Clause.
14. Security Clause.

15. Agree to permit Fresh Cut Up or Whole Poultry to be sold after 6:00 P.M. Union agrees further to permit certain Frozen Specialty Items to be Sold During Market Hours, (We wish to Discuss)

On November 12, the entire Industry, with the exception of the Association made a counter-proposal to the demands made by the Unions of November 1st in which they once again offered: 1.—2 year Contract. 2—Same increase \$6.00 for the first year and \$4.00 for the second year. 3—Still want night operation and females.

This offer was unanimously rejected by the Unions Negotiating Committee;

On November 15 Industry all United together with the exception of the Association and increased their wage offer to: \$8.00 for the first year and \$4.00 for the second year, but still continued their demand for female wrappers and one night operation this time to begin after the 1st year of the Contract. This is the highest offer received from the majority of industry to date.

On Wednesday, November 20th of this week, the last day of negotiations, Jewel Tea, National Tea, Hillmans, Piggly Wiggly and High-Low joined together in a proposal to the Union containing a proposition which was practically the same as tendered the Union on November 12th and 15th except that they had dropped the demand for part time wrappers.

[fol. 187] After rejecting same, the Unions then submitted their final demand.

This was the Proposal that was to be accepted by a Majority of Industry, as follows:

1. A two year agreement.

2. Wage rates, Self-Service Markets, effective 10-7-57—
Head Meat Cutters \$114.50, Journeymen \$108.00. Service Markets Head Meat Cutters \$111.50, Journeymen \$105.00. Effective 10-6-58 Self-Service Markets, Head Meat Cutters \$119.50, Journeymen \$113.00. Service Markets, Head Meat Cutters \$117.50, Journeymen \$111.00.

a) Self-Service Head Meat Cutters and Journeymen receive \$8.00 and \$5.00.

b) Service Head Meat Cutters and Journeymen receive \$9.50 and \$6.00.

c) Self-Service package increase is 32½¢ per hour. Service package increase is 38¾¢ per hour.

d) Narrows differential to \$2.00

3. Apprentice Wage Rates Effective 10-7-57—0-6 months \$72.00, 6-12 months, \$75.00, 12-18 months \$78.00, 18-24 months \$81.00, 24-36 months \$86.00. Effective 10-6-58—0-6 months \$75.00, 6-12 months \$78.00, 12-18 months \$81.00, 18-24 months \$84.00, 24 to 36 months \$89.00.

Apprentice Rates apply to both Service and Self-Service Markets and Eliminate Previous \$1.00 weekly differential.

4. No nite operation.

5. No Female Wrappers.

6. Premium rate for ½ day or full day on the sixth day increased to 25¢ per hour.

7. The addition of Successors and Assigns Clause.

8. Unions permit the sale after 6:00 P.M. of the following:

a) Fresh Pork Sausage, —b) Cut up or Whole Fresh Poultry, —c) Smoked Ribs, Smoked Hocks, Smoked Butts, —d) Will discuss frozen specialty items like Chip Steaks, Hamburger Patties and Cube Steaks.

9. Add to Union Contract; two ten minute rest periods daily in both types of markets.

10. Effective January 1, 1958—Three weeks vacation after 10 years of service.

11. Market opening to remain at 9:00 A.M.—men may start at 8:00 A.M. provided overtime is paid for the extra time worked.

Sec. Kelly informed the membership that this was where they had ended up on Wednesday evening, and the Unions felt they had went as far as they could. Self. Service [fol. 188] Markets would receive an \$8.00 increase and a

\$5.00 increase. Service Markets would receive a \$9.50 increase and a \$6.00 increase, and also that long fought for 3 weeks vacation with pay after 10 years of service. At this point Sec. Kelly asked that a Poll be taken of the Employers present to determine their Acceptance of the Final Union Demand. These are people who do not want night operation, or female help and will pay the rates described. The results are as follows:

Associated Food Dealers—Yes, Del Farms Foods—Yes, National Tea Co.—A Conditional Yes, A & P Tea Co.,—Yes, Kroger Co.,—Yes, Table Rite (I.G.A.)—Yes, Goldblatts—Yes, Hillman's—Yes, Sure-Save—Yes, High-Low—Yes, Wieboldts, if Jewel is only one opposed—Yes, otherwise No. Jewel offered a flat no, to the contract that 85% of Industry had accepted. On this past Friday afternoon, Mr. Vorebeck of Jewel Tea Co., appeared at the Union Office with another proposal, covering their company alone. This is after all negotiations are ended, and the contract is being prepared for ratification by the membership. This is unethical, but it is their privilege. They have to December 3, 1957 to continue to bring in proposals, according to the terms of the contract.

Sec. Kelly asked that the new proposal by Jewel Tea be read, stating that there were a few new "gimmicks" in it, and he would explain them as they were read;

The letter was addressed to Mr. R. Emmett Kelly, Chairman Affiliated Local Unions Negotiating Committee, Covering Locals 189, 262, 320, 546, 547, 571 and 638. 130 No. Wells St., Chicago, Illinois. Dated Nov. 22, 1957.

In view of the comments made by the Unions Negotiating Committee in response to the offer made on behalf of Jewel Tea Co., Inc., National Tea Co., Piggly-Wiggly, High-Low and Hillman's on November 20, 1957, our company has decided to withdraw from that offer and to make a new proposal for submission by the Union's Negotiating Committee to the membership of the respective Locals at their meeting to be held November 24, 1957. Our detailed proposal is attached.

The highlights of our offer are as follows:

1. Wage Increases.

a) Journeymen and head meat cutters in service markets \$9.50 per week the first year—and \$6.00 per week the second year.

b) Journeymen and head meat cutters in self-service markets \$8.00 the first year and \$5.00 the second year.

[fol. 189] c) Journeymen and head meat cutters in self-service markets with female wrappers—\$13.00 the first year and \$5.00 the second year.

Sec. Kelly advised the membership not to get to enthused, for you haven't heard the "gimmicks", and there is a lot of them.

The wage increases for journeymen and head meat cutters in self-service markets employing female wrappers will be on an individual market basis. In other words, as soon as a female wrapper is employed in a self-service market; the contract wage scale for the head meat cutter and Journeymen in that self-service market will immediately increase \$5.00, the increase to continue in effect so long as the female wrappers are employed in that market. The employment of female wrappers is limited not only by the necessity of giving all journeymen and head meat cutters a \$5.00 wage increase upon the employment of the first wrapper, but also by the fact that no male employee in the service of the company as of the Monday following ratification of the Contract by the membership shall lose his employment due to the hiring of a female wrapper. It is still further limited by the restriction on duties which she may perform.

d) A new apprentice wage scale which will provide wage increases ranging from \$4.00 per week upwards.

2. Effective January 1, 1958, three weeks of vacation with pay after ten years of employment service.

3. New market operating hours in the Chicago Locals and Group 1 of Local 189, which will enable us to better service our customers. More specifically, our offer provides for one night of operation in the Chicago Locals to 9:00 P.M.

and in Group 1 of 189, with time and one-half payable for the hours worked after 6:00 P.M. and a continuation of the present workday; namely, from 9:00 A.M. to 6:00 P.M.

Insofar as the new Group 2 cities in Local 189 are concerned, the offer provides for six nights of operation, if desired as is now permissible in some cities in this group.

If the Contract provision prescribing the hours of market operating is not relaxed so as to permit at least one night of operation to 9:00 P.m. in all areas, then the company [fol. 190] intends to litigate the legality of this contract restriction. We shall do so with genuine regret. We urge the serious consideration of this final proposal. Very truly yours, Jewel Tea Co., Inc., signed E. T. Vorbeck, General Attorney,

Sec. Kelly informed the membership that he enjoyed the part, where they say they will take us to court with genuine regret, this will be explained later as we go through.

There was an offer made November 22, 1957 on behalf of the Jewel Tea Co., Inc., it was presented in writing so you will have to hear it.

1. Application: Locals 262, 320, 546, 547, 571, 638 and Groups 1 and 2 in Local 189.

2. Term: Two Years

3. Wages:

a) Service markets—an increase in the amount of \$9.50 the first year and \$6.00 the second year for all journeymen and head meat cutters, resulting in the following wage scales:

Effective 10-7-57—Head Meat Cutters \$111.50, Journeymen \$105.00. Effective 10-6-58—Head Meat Cutters \$117.50, Journeymen \$111.00.

b) Self-Service Markets without female wrappers: an increase in the amount of \$8.00 the first year and \$5.00 the second year, resulting in the following wage scales:

Effective 10-7-57—Head Meat Cutters \$114.50, Journeymen \$108.00. Effective 10-6-58—Head Meat Cutters \$119.50, Journeymen \$113.00.

Sec. Kelly reminded the membership that this was the new Jewel Tea Co., offer and with the comparison of figures, it is identical to the Industry Offer and the membership should not become confused.

c) Self-Service Markets with female wrappers:

Effective upon the employment of a female wrapper in a self-service market and continuing so long as a female is employed in such self-service market, the Contract wage rate for Head Meat cutters and Journeymen in that Self-Service Market shall be increased by \$5.00 as follows:

1) If said female wrapper is employed during the first contract year, the wages of the head meat cutter and Journeymen in that market for the balance of that Contract year and for the second year shall be:

First Year Head Meat Cutters \$119.50, Journeymen \$113.00, Second Year Head Meat Cutters \$124.50, Journeymen \$118.00

[fol. 191] 2) If said female wrapper is employed during the second year of the contract term, the wages of the head meat cutter and journeymen in the market shall be: Second Year Head Meat Cutter \$124.50, Journeymen \$118.00.

The rates for Head Meat Cutters and Journeymen in Self-Service Markets will revert to the following rates immediately upon there ceasing to be any female wrapper employed in said Self-Service Market. First Year—Head Meat Cutters \$114.50, Journeymen \$108.00. Second Year—Head Meat Cutters \$119.50, Journeymen \$113.00.

Sec. Kelly pointed out to the membership that this was not a sound economical offer; what they are doing is putting a \$5.00 increase on Head Meat Cutters and all Journeymen within the individual shop where a Female may be employed, this does not include apprentices. As a premium worker you budget yourself accordingly, if the Female Worker is withdrawn from the shop, your \$5.00 increase disappears, not for you alone but all in the shop who have received it. On the other hand, you may be transferred to a shop where there is no female help, so your increase is gone again, it is not a stable increase.

d) Apprentice rates in both Service and Self-Service Markets. Effective 10-7-57—0-6 months \$72.00, 6-12 months \$75.00, 12-18 months \$78.00, 18-24 months \$81.00, 24-36 months \$86.00. Effective 10-6-58—0-6 months \$75.00, 6-12 months \$78.00, 12-18 months \$81.00, 18-24 months \$84.00, 24-36 months \$89.00.

Sec. Kelly explained to the membership that this was the same Offer as Industry proposed.

A 12½¢ Hourly increase in the premium for the sixth day work and on the fifth day of a holiday week, in other words, the premium for such work is increased from \$1.00 to \$2.00 per day.

Sec. Kelly reminded the membership, that this again, was the same offer as Industry proposed.

4.—Female Wrappers

a) May be employed at the following wage schedule, Effective 12-2-57 to 10-3-59—0 to 6 months \$52.50; 6-12 months \$55.00, 12-18 months \$57.50, 18-24 months \$60.00, 24-36 months \$65.00, after 36 months \$70.00

b) Duties (Wrapping (including boarding and traying) sealing, scaling, pricing, labeling and displaying and slicing [fol. 192] of luncheon meats.

c) Male employment Guarantee: No male employee on the payroll as of the Monday following ratification of the Contract shall lose his employment due to the hiring of a female wrapper; the Union shall be notified immediately of the employment of new female wrappers.

Sec. Kelly at this time pointed out to the membership that the duties of the Female Wrapper as defined in this proposal, are the present duties of our apprentices, and Journeymen, within our present contract and our ensuing contract. They can well afford to pay the \$5.00 per week for the remaining Head Meat Cutter and Journeymen within the individual establishment, for the Female Worker at \$52.50 per week is replacing Apprentices and Journeymen, and they are saving from \$19.50 to \$54.50 per individual employee, less \$5.00 per week for the Head Meat

Cutter and remaining Journeymen. They can well afford it. If they want Females let them pay equal for equal work, namely apprentice pay for this type work, and journeymen pay for their type of work, not what they offer, let them pay our scale of wages and they won't want them. Females will remove our membership from their jobs within a short space of time. They say they have a guarantee for males, it is no good, for as they open new stores, they will move the men out and the women in. The backbone of our organization has been male membership, and it should stay that way. This should be given some consideration when we come down to the final vote.

5. Effective Jan. 1, 1958 three weeks vacation with pay after 10 years of service.

Sec. Kelly reminded the membership, that again this was the same as the Offer Presented by the Industry.

6. Hours of Operation:

a) All Locals except Local 189, Friday to 9:00 P.M.

b) New Group 1 of L 189: Friday to 9:00 P.M.

c) New Group 2 of Local 189 Six nights permissible to 9:00 P.M.

d) Groups 3, 3@ and 4 of Local 189: No Change in Contract.

e) No operation on Sundays or Holidays.

[fol. 193] f) A male employee must be on duty at all hours that the market is open for sale of meats.

If the Contract provision prescribing the hours of market operating is not relaxed so as to permit at least one night of operation to 9:00 P.M. in all areas, then the company intends to litigate the legality of this Contract restriction. We shall do so with genuine regret.

7. Workday: Locals 262, 320, 546, 547, 571 and 638 and Group No. 1 in Local 189.

a) Monday, Tuesday, Wednesday, Thursday and Saturday 9:00 A.M. to 6:00 P.M.

b) Friday: 9:00 A.M. to 6:00 P.M. with the employer to have the option to work male employees after 6:00 P.M. at time and one-half.

c) Employer may bring employees in at 8:00 A.M. provided time and one-half is paid for the hour between 8:00 A.M. and 9:00 A.M.

8. Two 10 minute rest periods to be given in both Service and Self-Service Markets daily.

Sec. Kelly reminded the membership that this was another repetition of the Offer made by Industry.

9. Both the Service and Self-Service Contracts to be modified to permit the sale outside of market operating hours of fresh poultry, processed on the premises, fresh pork sausage, and smoked butts, ribs and hocks, also the company to have the right to sell frozen fresh meat specialty items processed off the premises, but not including Fresh Frozen Cuts Comparable to the Standard Fresh Retail Cuts.

Sec. Kelly stated that this clause had already been agreed upon in Industries Offer, it was granted thru the neglect of our membership to protect their contract benefits.

10. The Successors and Assigns Clause as previously agreed upon.

Sec. Kelly stated that this clause had previously agreed upon by Industry.

Sec. Kelly informed the membership at this point he had only one and one half pages of the agenda left, to all of our satisfaction.

On Saturday morning November 23, at 9:30 A.M. Mr. Vorbeck of Jewel Phoned the Union Office, while Sec. Kelly was still struggling with the revised agenda to be presented [fol. 194] membership on Sunday, to request the following:

"If the proposition tendered by Jewel was rejected by our membership they wished to have the same proposition re-submitted: this time with female help only and no night operation but with the same wage increase of \$8.00 and \$5.00 for two years and \$5.00 additional for Head Meat

Cutters and Journeymen Only, Not Apprentices, wherever one or more females were employed in a market, and \$9.50 and \$6.00 for Service Markets.

Sec. Kelly stated to the membership, that he thought night operation, was the main issue of Jewel Tea, but evidently it is not, Female Help is now their primary issue, with the low labor costs involved, and night operation is secondary.

On Saturday Morning, November 23 at 10:30 P.M. Mr. Stapelton National Tea Branch Manager and Mr. Cone, Labor Director met with Sec. Kelly in the offices of our Union Attorney and stated they were joining with Jewel in their Final Offer for Night Operation and Female Wrappers. They also stated they were joining with Jewel in any Legal Action against the Union.

Sec. Kelly pointed out to the membership that we now have three propositions to vote upon, and National Tea was quick to say if they received this proposition, and had to pay \$5.00 more, they wanted both Female Help and Night Operation, Sec. Kelly promised them he would make this part of the membership vote at this meeting.

1. Majority of Industry proposal with no female—no night operation and an increase of \$8.00 and \$5.00 for two years in Self-Service Markets and \$9.50 and \$6.00 in Service Markets.

2. Jewel and National proposal for \$8.00 and \$5.00 for two years with night operation and five dollars additional for Head Meat Cutters and Journeymen wherever females are employed.

The alternate Jewel offer of \$8.00 and \$5.00 for two years with \$5.00 additional for Head Meat Cutters and Journeymen, No Apprentices, wherever Females are employed in the market. (This Alternate offer Does Not Include National Tea).

Sec. Kelly stated that we are coming down to the final part of our meeting, where your Negotiating Committee makes a recommendation, and he wants the membership [fol. 195] thoroughly understand the 3 propositions, they are to vote upon, so that next week we wont find some Em-

ployer in the Union Office, complaining we were not fair in the presentations of these propositions to the membership for their vote. There are 3 propositions.

1. Majority of Industry offer, with no female help and no night operation, and an increase of \$8.00 and \$5.00 for two years in Self-Service Markets and \$9.50 and \$6.00 in Service Markets.

2. Jewel and National proposal with the same wage scale as above for two years with night operation and \$5.00 additional for Head Meat Cutters and Journeymen wherever females are employed.

3. The alternate Jewel offer with the same wage scale as above for two years, with \$5.00 additional for Head Meat Cutters and Journeymen, No Apprentices, wherever Females are employed in the market. This Alternate offer Does Not Include National Tea.

Sec. Kelly informed the membership that your negotiating committee recommends the first proposition without night operation or female help and suggest you vote favorably on it.

Honorary Chairman Patrick Gorman informed the membership that they have heard the recommendations of their negotiating committee, and asked that the membership give their names when making a motion or seconding one, for he cannot recognize them from the platform.

There was a motion made by Bro. James Malone and seconded by Bro. Gene Heiland that the membership accept proposition No. 1, as presented by the Negotiating Committee, as their contract for the ensuing two years. There was no comment on the question of the Motion. This motion was passed by a majority "AYE VOTE" of the membership. There was one "NAYE VOTE".

Sec. Kelly asked the membership not to leave for we have 3 very important things that have to be done before we are finished. Sec. Kelly then thanked the membership for their confidence in their Negotiating Committee.

Sec. Kelly stated that your negotiating committee recommends you vote against female help and night operation.

Honorary Chairman Patrick Gorman informed the membership that they heard the recommendation of their Negotiating Committee on proposition No. 2 and asked their pleasure.

There was a motion made by Bro. Bill Swoda and seconded by Bro. Tony Morrello that we vote against proposition No. 2 with Female help and Night Operation. There [fol. 196] was no comment on the question of the motion. The motion that we vote Against Female Help and Night Operation was passed by a unanimous "AYE VOTE OF THE MEMBERSHIP".

Sec. Kelly stated the due to the law suit we are facing, on the part of the Jewel Tea Co., this recommendation he will read so there are no mistakes. Your negotiating committee recommends you vote against Jewels alternate proposal for female help only, because of the low wages offered, and their attempt to undermine our wage standards.

Honorary Chairman Patrick Gorman informed the membership that they heard the recommendations of their Negotiating Committee and asked their pleasure.

There was a motion made by Bro. Ray DeBeaver and seconded by Bro. Tony Kessler that we vote against Jewels alternate proposal for female help only. There was no comment on the question of the motion. The motion that we vote Against Jewels Alternate proposal for Female help only was passed by a unanimous "AYE VOTE OF THE MEMBERSHIP".

Bro. William Bartell made a motion that the unfinished portion of our Contract be left in the hands of our Negotiating Committee.

Sec. Kelly pointed out to the membership that this was a very good motion, for we are bound to entertain any proposals that may come into our office between now and December 3. This motion gives the Committee, without calling anymore meetings of this kind, the power to tell them we have a contract, and that makes it a lot easier, on Sec. Kelly.

Honorary Chairman Gorman restated Bro. William Bartell's motion that the unfinished portion of our Contract be left in the hands of our Negotiating Committee. This motion was seconded by Bro. Heiland. There was no comment on the question of the motion. The motion was passed by a unanimous "AYE VOTE" of the membership.

Sec. Kelly informed the membership that he was about to ask them for something, that he had never presented to them in the past 27 years he has been with the organization. We are to vote by secret ballot on a strike against the National Tea and the Jewel Tea Co., in the event our Contract demands are not enforced in their organizations. As we stand at the moment, we have a contract, ratified by the membership today, with 85% of Industry. Sec. Kelly. [fol. 197] stated that at the moment we don't have a contract with National Tea or Jewel Tea Co., as Secretary it is his duty to come prepared for situation of this nature. He had printed in advance Secret Ballots, which are self explanatory, just put a check mark on it yes or no. Please don't leave your seats until you have voted, for the total of the vote is very important. We don't anticipate a strike, but it will strengthen the hand of your negotiating committee, when we return to the people we have to meet.

Sec. Kelly asked the membership not to leave until they have cast their ballot, the committee members will pass the ballots to the membership and there are ballot boxes on both floors. Sec. Kelly suggested that the Chairman of the meeting appoint tellers, and observers for the counting of the ballots. He also announced for the interest of the membership, that by acceptance of the contract today, there are 8 weeks retroactive pay due to all members working on Union minimum wage scale. After casting your ballot there will be no necessity to remain, for the counting of the ballots will take some time. Sec. Kelly stated that he would let the membership know by letter the outcome of the strike vote.

Honorary Chairman Patrick Gorman suggested that Pres. Thomas Gorman take over the meeting for the appointing of the tellers to count the strike vote.

Pres. Thomas Gorman asked for ten volunteers to act as tellers for the strike vote, and asked them to give their names to the Recording Secretary. He thanked the membership for their cooperation, and stated they may leave as soon as they cast their ballot.

The tellers and Counters for the strike ballot were Brothers, Robert Kennedy, John Quarantallo, Harry Pointif, David Prefer, Casimir Kania, Dennis Galion, Richard Glitz, S. A. Keyston, Glen Evans, Ray Okonski, Louis Blatnick, Herman Mau, Norm Pyeatt, Tony Ferrar and Miller. The count of the strike ballot was 2253 ballots in favor of a strike against Jewel and National Tea Co., and 98 not in favor of a strike, and 7 blank ballots.

Pres. Gorman stated there being no further business, after the casting of the strike ballots by the membership, the meeting would be adjourned.

/s/ GLENN J. NAUMANN
Recording Secretary

[fol. 198]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
DEFENDANTS' EXHIBIT 44

[Handwritten Notation—Received as an Offer of Proof]

AMALGAMATED MEAT CUTTERS

and B. W. of N. A.

Local 546

Special Contract Meeting Sunday December 13, 1959.

Plumbers Hall
1340 W. Washington Blvd.

Meeting called to
order at 2:05 P.M.

Sec. Kelly asked the membership to rise in order to give the photographer the opportunity to take the pictures of the Membership and Officers present at this meeting.

Sec. Kelly then called upon Bro. George Dunlap a member of Local 546, who is a Scout Master of Boy Scout Troop 785 from Blue Island. Boy Scout Troop 785 then Posted the Colors for the meeting and led the Membership

in the Oath of Allegiance to the American Flag. The Troop was then asked to sit with the Officers on the platform.

Sec. Kelly informed the membership that this meeting was called, for the single purpose of ratifying the proposed Contract, for the ensuing two years. There will be no other business discussed at this meeting.

Sec. Kelly then introduced our own Pres. Thomas Gorman who opened the meeting officially.

Pres. Gorman then introduced Sec. Kelly as one man who has been working extremely hard during the course of the Contract Negotiations, and might have been tired at the opening of the meeting, but he still is the Champion. Pres. Gorman then asked Sec. Kelly to continue on with the meeting.

Sec. Kelly explained to the membership, that ordinarily we have a larger group of Officials on the platform, but this year, the majority of the Locals are holding their own Contract Meetings on the same day. Sec. Kelly then introduced Ray Abramson and Bob Gorman from Local 55, Kermit Ray and Hal Summer from Local 350, Harold Rosa and George Flosi from Local 262, John Hackney from Local 547, our International Officers Pres. Jack Lloyd and Sec. Pat Gorman, Local 546 Executive Board George Pages and George Herkert, Recording Secretary Glenn Naumann, and Business Agents Fred Micklas, Frank Kelly and James Claborn. Sec. Kelly then called upon our International President Jack Lloyd to say a few words to the membership.

Pres. Jack Lloyd thanked the membership for the opportunity of appearing before the membership to say a few words. He explained to the membership the various departments in our International Office, which helped the Local Unions plan their negotiations for their future contracts. [fol. 199] Your division is the Retail Division, and planning negotiations for this contract started early in the year. The different Local Unions meet with one another at their District Meeting with the International Vice Pres. in charge of the District, and he in turn meets with all the International Vice Presidents at the International Office. These planning meetings continue up to the time the Contracts are settled,

so the membership may receive the best contract possible, under the conditions they have to contend with. The employers this year did not think our membership should receive an increase in wages, but your planning committee thought they should. He stated that the membership should be proud of their Officers and their Negotiating Committee, for the job they have done will set the pattern for many a Local Union throughout the country, and complimented the membership on being one of the largest Local Unions in the International Union. He invited the membership to visit the International Office, and wished everybody a Merry Christmas and a Prosperous New Year.

Sec. Kelly thanked our International President Jack Lloyd for his talk, and called upon our International Secretary Pat Gorman for a few words.

Sec. Gorman informed the membership that with the amount of the membership standing, he would be very brief with his talk. This has been a hectic year for the trade union movement, due to the laws that have been , and the investigations by the government in organized labor, all because a few labor leaders have not been fair to their membership. Your International Office is quite proud of it's record, for it is clean and the investigations have been few. The Steel Workers are an unfortunate group for they have been on strike for 116 days and may have to go out again. Your Union had the unfortunate task of declaring a strike on Swift & Co., which lasted 7 weeks, but we came through with flying colors. He complimented the membership for the calm judgment they have always had in the past at their contract meetings, and the respect for their officers, and was sure it would be present today for the ratification of this contract. He thanked the membership for this opportunity to talk to them, and wished them all a Merry Christmas and a Happy New Year.

Pres. Tom Gorman thanked our International Sec. Pat Gorman for his wonderful talk, and complimented him on the many honors that have been bestowed upon him as a [fol. 200] great humanitarian, and a great Labor Leader in the past year, and asked him to preside as Honorary Chairman for the meeting.

International Sec. Gorman thanked Pres. Thomas Gorman, and stated that this was about the 35th year that he has been acting as Honorary Chairman. He then turned the meeting over to Sec. Kelly for explanation of the Contract to the membership.

Sec. Kelly informed the membership of the Credit Union, which has been of benefit to quite a few of the memberships families, and asked the Recording Secretary to read a report on it's progress.

Four year progress of Credit Union., opened Oct. 24, 1955.—Non-profit. Our membership to date is 936. Loans granted by Credit Com., to date 1,149 for a total of \$397,062.92. Total Assets \$140,781.72. Total in Savings Accounts to date \$123,823.64. Interest Paid 1957-58-59 is 3½%.

This is your credit union, it has helped a lot of people, the interest rate is good, the entire membership is invited to become share-holders. The credit union has not advanced as it should—think about it.

Sec. Kelly explained to the membership, that this meeting has a single proposition to discuss, to ratify a proposed contract for 2 years. As in the past the membership will vote on it, after it has been explained by Sec. Kelly and read by Recording Secretary Glenn Naumann. Sec. Kelly asked the membership to listen and vote wisely. He then asked the Recording Secretary to proceed:

The combined Meat Cutter Locals 7 in number, namely Locals 189, 262, 320, 546, 571, and 638 with Local 350 of Hammond and Gary and 612 of Joliet participating as observers, comprising in excess of 10,000 union meat cutters, held their first joint meeting May 28, 1959. Prior to this time, the Executive staffs of all Locals had been making a personal survey of their respective meat markets to determine from the membership what our contract demands would be. Two additional joint Local meetings were held for this purpose on June 18th and June 23rd.

Sec. Kelly informed the membership, that each Local Union through it's representatives have contacted the membership, in order to determine what they need most in the

way of a contract for the ensuing two years. Through this survey the Local Unions hold a group of meetings, together, and through the process of elimination select the most important demands for the benefit of the membership.

[fol. 201] On June 25th final demands were prepared. The employers had previously been notified of contract reopening on June 4th and on June 29th were advised again of our intention to formally present demands on July 9th to all Employers and at the same time.

This was done and the first official contract session was held at the Bismarck Hotel on July 21st, at which time the Unions offered a full explanation of our contract proposals.

The following employers were present in the opening meeting and this list was to continue growing in size with each successive meeting:

Palace Cash Markets, Associated Food Retailers,—the Independent Association, Hillmans, Jewel Food Stores—also representing Good N' Handy, Wieboldt & Co., The Kroger Co., Piggly Wiggly Stores, Eagle Food Stores, Wallys Super Marts, Motte's Certified, A & P Stores, National Tea Co.—also representing Del Farm Stores, and Sure-Save Food Marts.

Sec. Kelly explained to the membership, that your negotiating committee, had served notice to the employers group 2 months ahead of the normal time. There were only 12 members present from the employers committee at this time, but by the time meetings progressed this group grew in number to 25, and they were all major employers. The meetings grew to be long drawn out affairs.

The following demands were submitted by the Affiliated Local Union Negotiating Committee.

1. A two year agreement.
2. Whenever an employee who has been employed 6 months or longer leaves his present employment for any reason, he shall be entitled to pro-rated vacation based on his months of service.
3. In place of Victory Day holiday as shown in contract, all employees shall have as an additional holiday, either his birthday or his anniversary date.

4. Establish an overall company seniority clause.
 5. Regardless of any pending litigation, the terms of the new two year agreement to remain the same until its expiring date.
 6. Establish Pension Plan.
 7. Establish Health and Welfare Plan.
 8. Vacations: Four weeks after 15 years' service.
 9. Eliminate Section 9 of Article 7 from Self-Service Agreement.
 10. Add "pricing on the premises" in Self-Service Contract [fol. 202] tract, Article 2, Section 2, (a part of our work that through a typographical error had been left out of our Self-Service Contract two years ago.)
 11. Add "Jury Duty Clause" covering pay for time lost.
 12. In local 189, establish 40 hour work week in Groups 3A and 4 and time and one-half after 6:00 P.M.
 13. Employer will compensate employee up to three full days for immediate family funeral leave.
 14. Establish clause covering "full pay for injuries on the job until compensation takes over" and delete Section 3, Article VI in existing contract.
 15. Equalize Self-Service and Service wage rates.
 16. Increase all Journeymen and Head Meat Cutters in Self-Service Markets.—1st year—\$7.50 per week. 2nd year—\$6.00 per week. Increase all apprentices: 1st year, 0 to 6 months \$75.00, 6 to 12 months \$79, 12 to 18 months \$84, 18 to 24 months \$89, 24 to 36 months \$94. 2nd year, 0 to 6 months \$75, 6 to 12 months \$81, 12 to 18 months \$87, 18 to 24 months \$92, 24 to 36 months \$97. Corresponding increases for extra work, or work on the sixth day.
 17. The Affiliated Local Unions reserve the right to amend these demands at any time during the negotiations.
- Later in the negotiations, because of their importance, the following two demands were added to the original list.

1. All apprentices who attend the full meat training course being conducted in the Washburne Trade School and who receive a Certificate of Completion shall be classified as journeymen at the end of 2½ years of apprenticeship and shall be entitled to the journeyman rate of pay. School classes are held 48 weeks per year. The above described students must attend a total of 35 weeks, one day each week and 8 hours per day.

2. Lie Detector Tests: No employee who is a member of the Meat Cutter's Union may be requested to take a lie detector test without the Company having first notified the Union of such a request, and, secondly, having had a joint meeting between the Union, the Employer and the member in question.

Sec. Kelly explained to the membership that the above were the Unions demands, which were self explanatory. The two at the end are important demands, for the apprentice today does not receive the proper training, in the market, and for his own benefit, and the benefit of the trade he should attend the school. The Lie Detector Test Clause was put in for the memberships protection, for they are being used more frequently today, more than they ever have been, by the major employers. This is for the memberships protection, and it is not recognized by law. A member does this for the protection of his job, and it is not necessary, some of our members have been talked into signing statements after a lie-detector test, and a signed statement is recognized by the courts, then you are in trouble. Remember consult your Union Officials before taking a Lie Detector Test, for your own protection, you have rights protect them.

From the date of July 21st, when we had our first joint meeting, there followed a series of meetings with the Employers group with absolutely no progress of any kind being made. We had meetings on: August 18th, August 31st, September 9th and September 25th.

Sec. Kelly informed the membership, that in all of these meetings, there was nothing accomplished. We then asked for meetings on 3 consecutive days; namely September 28,

29 and 30th, hoping, if we could get the employers together for 3 consecutive days something might be gained. This was denied. During all the meetings, only one offer was made, to continue the same contract for another year. We then sent the first letter to the membership, explaining to you the 60 day extension clause, contained in our contract protecting the memberships right for negotiations, and the clause protecting the membership for retroactive pay. There being nothing accomplished, meetings were recessed to November 2.

On November 2nd, your Negotiating Committee met the Employers for the seventh time, and met the same reception they had received in all previous meetings. They refused again to discuss Union Contract, we indicated that we were waisting each others time, and asked for 3 consecutive meetings on December 1, 2, and 3, and for the first time they agreed, we met as of that time.

On Tuesday, December 1st, in the first of four consecutive meetings and with 18 employers on the committee, your Negotiating Committee was for the first time able to make progress. The Employers first wished to talk about a list of so called Union restrictions that they had presented earlier.

Sec. Kelly explained to the membership, that this list of restrictions, was one of the first things, the employers placed in their hands. In reality they are not restrictions, [fol. 204] but safeguards, for the protection of the membership. It is interesting to note, that this is the first time in the negotiations up to date, that female wrappers, are mentioned, namely in their list of restrictions,—why we do not know. They asked us to do something about the following list of restrictions.

12 Restrictions in the Contracts and Practices of Chicago Meat Cutter Locals:

1. Restrictions on the hours when a market may be open.

Sec. Kelly interrupted at this point, and questioned the membership, if there was any change in the memberships minds, as to night operation, or the sale of meat after 6

P.M. for it would make it a lot easier on your Officials if they did. The membership very emphatically, and loudly, stated No they did not want night operation, or the sale of meats after 6 P.M. Sec. Kelly stated that is all he wanted to know, and asked the Recording Secretary to continue to read the list.

2. Restrictions affecting productivity and hence tending to increase payroll costs.

A. Restrictions prohibiting the use of a fully automatic wrapping and packaging machine.

B. Restrictions which cause inflexibility in the use of the work force.

1. The fixed workday of 9 A.M. to 6 P.M.

2. The penalty overtime premium for work before 9 A.M. and after 6 P.M.

3. The requirement that inventory be taken during market operating hours.

C. Restrictions on the character of the work force.

1. The prohibition against the use of females in market work—whether as meat clerks, wrappers or limited to delicatessen operations—through the omission from the contract of a wage scale for female clerks comparable to wage scales for females for comparable work.

2. Prohibitions against the use of part-time apprentices.

3. Prohibitions against the use of clean-up boys at less than apprentice wage rates.

4. Too small a ratio of apprentices to journeymen.

D. Restrictions requiring all processing to be performed on the premises.

1. The contract requirement that all retail cuts of fresh meats be cut, prepared, fabricated and packaged on the premises.

2. The contract requirement that frozen fresh meats be [fol. 205] processed, that is be prepared and frozen on the premises.

3. The requirement existing in *practice*, but not by contract, that all meat products be priced on the premises.

Exceptions: Delicatessen meat products sold by service market operators, being exempt from the Union's jurisdiction, may be prepriced off the premises.

Sec. Kelly explained to the membership, if we were to grant the employers all of these restrictions, it would take away from the membership, the protections, it took them 40 years to gain. These are what make your job sure, and safe. If we were to eliminate all the protections they asked for, we would be in the same position as the steel industry. They did not strike because of money problems, it was a question of work rules. They may take their second strike for the same reason, that is why your Officials want to keep these so-called restrictions, to protect your job.

The unions then recessed and decided to scale down their demands so to force the first bona fide counter-proposal from the employers. We had the right to renew our demands, some of our demands were inflated for compromise reasons. Upon presenting lowered demands, the meeting was adjourned to the next day.

On Wednesday, December 2nd, the chairman of the Employer's Group made the first legitimate offer as follows, for the entire industry, that we had received to date.

The old contract with the following changes:

1. Inclusion of a plan for wage continuation for employees injured on the job so that he would be compensated on a basis of 60% of his wage up to a maximum of 5 days within the 7 calendar days following the accident.

Sec. Kelly informed the membership, they turned this down, for they received a better offer later, had we accepted this offer, it would mean a maximum of \$45 for apprentices and \$67 for journeyman for this time.

2. Funeral leave as proposed by the Union with one addition: "provided the employee attends the Funeral."

Sec. Kelly called the memberships attention to the above, imagine this—this is what we had to contend with, they are very trusting people.

[fol. 206] 3. Removal of all restrictions on use of equipment.

4. Provision for a completely flexible work day, 7 A.M. to 4 P.M.—8 A.M. to 5 P.M.—9 A.M. to 6 P.M.

Sec. Kelly explained to the membership, that the Officials have been thinking along these lines, but not a 7 A.M. start as suggested here: The membership will be given the opportunity to vote on the new proposal it is for their own benefit. It will eliminate a lot of chiseling by the membership for the employers benefit.

5. Elimination of union jurisdiction over sausage and delicatessen items where sold on a service basis in a self-service market.

Sec. Kelly informed the membership, that this demand, was a Jewel Tea request. This would eliminate Union Jurisdiction over the delicatessen department, and take the members away from the Amalgamated and put them in the Company Union. We don't want this to happen, and this proposal was turned down.

6. Elimination of all requirements for pricing on the premises.

7. Insertion of a firm, no strike—no lock-out clause for the term of the contract.

8. Elimination of the 60 day extension and 90 days retroactivity clause from both contracts.

9. Elimination of all restrictions on market operating hours.

Sec. Kelly explained to the membership that the last demand, was a Jewel demand. He was told by their attorneys it had to be presented to be consistent with the court suit, you will notice it appears with each offer. Now for the first wage offer it's a beauty.

10. A 3 year contract. Increase Head Meat Cutters \$2 per week for each year. Increase Journeymen \$2 per week for each year. Apprentices 0 to 6 months none, 6 to 12 months \$1 per week for each year, 12 to 18 months \$1 per

week for each year, 18 to 24 months \$1 per week for each year, 24 to 36 months \$1.50 per week for each year.

Sec. Kelly informed the membership that this was the employers first offer. Your committee accepted the Funeral Leave clause, at least they accomplished something. They rejected all others. The meeting was adjourned, till the following day Thurs., December 3rd.

[fol. 207] On Thursday, December 3rd, the Unions met with the largest Employer Committee to date, 23 employers, and submitted a compromise proposal to them, as follows:

1. Two Year agreement.
2. Pro rata vacation pay.
3. Health & Welfare: (2 parts)
 - a. In the case of those employers not presently furnishing a Health & Welfare program for their meat employees, that they make a \$14 monthly contribution to install such a program.
 - b. In the case of those employers having such a plan where the employee contributes in whole or part, the Union demands said plan be offered that meat employee, cost free.
4. Vacations: 4 weeks after 20 years.
5. "Pricing on the premises" clause to be written in.
6. Jury Duty pay for time lost.
7. Funeral Leave (as agreed).
8. Injury clause providing for 4 full days pay, including pay for day of injury, in the first 7 calendar days following the accident.
9. Equalize service and self-service wages: \$1 weekly—first year, \$1 weekly second year.
10. Increase all Journeymen and Head Meat Cutters: first year \$6 weekly, second year \$5 weekly. Apprentice starting rates to remain the same. Proportionate increases to be agreed upon for all other apprentices classifications. Corresponding increase for extra work.

11. Regarding apprentice training—Unions wish to discuss.

12. Regarding Lie Detector Tests—Unions wish to discuss.

13. Time and one-half to be paid for all work in excess of 40 hours in any one week.

Sec. Kelly explained to the membership, they had altered their wage demands at this time, and were told by the employers, they could get a Health & Welfare Fund or a Wage Increase but they could not get both. It was decided that a Health & Welfare Fund, would only benefit a minority of the members, and it would be to the benefit of the majority of the members to strive for as large a Wage Increase as could be had. Jewel Tea Co., was the chief objector, in refusing to pay the full cost of the Health & Welfare Fund now in operation by the company, stating that if they paid it for the Meat Cutters they would have to do it for their entire organization.

[fol. 208] Late in the afternoon of December 3rd the Employers presented another new proposal to the Union in which they proposed the highest wage offer they had made to date.

1. Two Year Contract.
2. Jury duty clause agreed for first time.
3. Funeral Leave clause agreed.
4. On the injury clause, still preferred their own, but ours was subject to discussion.
5. They wanted elimination of equipment restriction.
6. Wanted the flexible work day.
7. Insertion of a No-Strike clause.
8. Eliminate Union jurisdiction of sausage and delicatessen items.
9. Removal of pricing on premises.
10. Wages: Self-Service Markets: Head Meat Cutters and Journeymen—1st year \$4 weekly, 2nd year \$3 weekly.

Wages: Service Markets: Head Meat Cutters and Journeymen—1st year \$5 weekly, 2nd year \$4 weekly.

11. Restrictions to be removed on market operating hours.

Sec. Kelly stated, your Negotiating Committee, realizing they were making some progress for the first time, decided to drop their demand for a Health & Welfare Fund, hoping to bring up higher the wage offer of the employers, still keeping most of our demands. We returned to our original wage demands of \$7.50 and \$6.00 for a two year contract. The employers withheld their answer and asked for adjournment until Friday December 4th.

On Friday, December 4th, the Employers went into a closed session and spent 5 hours together before presenting their answer to the Union proposal of Thurs., December 3rd. When they did, it was telephoned to the Union Office, where the Union Committee had been in conference. The Wage offer in the following proposal has been increased to a new high.

The following represents Employer proposal of Friday, December 4th.

1. 2 year agreement.
2. Flexible work day based on work hours of 8 A.M. to 5 P.M. and 9 A.M. to 6 P.M.
3. Agree to Jury Duty clause.
4. Agree to Funeral Leave clause.
5. Injury clause as proposed by Union.
6. Eliminate restriction on equipment.

[fol. 209] 7. Agree to Union plan for No-Strike—No-Lockout clause with an exception on the sale of meat.

8. Wages: Service Markets: Head Meat Cutters & Journeymen—1st year \$5 per week, 2nd year \$5 per week.

Wages Self-Service Markets; Head Meat Cutters & Journeymen; 1st year \$4 per week; 2nd year \$4 per week. Proportionate increases for Apprentices.

>Sec. Kelly explained to the membership, again they were moving forward, but the Unions rejected the offer stating it was inadequate.

At 8 P.M. on Friday, December 4th the Union Negotiating Committee made their final proposal that eventually led to the proposed settlement in our last meeting to be held on Tuesday, December 8th, that is just this past week. The following is the proposal presented at that time.

1. 2 year contract.
2. Jury Duty clause agreed.
3. Funeral Leave clause agreed.
4. Union drops pro-rata vacation demand.
5. Wages: Self-Service Markets: Head Meat Cutters & Journeymen—1st year \$6 per week, 2nd year \$6 per week. Proportionate increases for apprentices, extra work and work on the 6th day.
6. In Service Markets, equalize rates, \$1 each year.
7. Injury on the Job clause, as agreed.
8. In Local 189, effective October 1960, work week hours to be reduced from 42½ to 40 hours. Method of reduction to be mutually worked out. To cover Groups 3, 3A and 4.
9. Four weeks vacation after 20 years.
10. Pricing on premises clause to be included in Self-Service Contract.
11. Unions grant right to use automatic wrapping machines.
12. Unions rejects Employer request for flexible work day.
13. Regarding market operating hours—the Unions are willing to entertain offers on this subject and bargain accordingly.
14. Unions would like to discuss the apprentice-training problem.

15. Unions will agree to a No-Strike—No-Lockout clause, with single exception covering their right to enforce the sale of meat as prescribed in the contract.

Sec. Kelly informed the membership, with this proposal [fol. 210] the meeting was adjourned and final meeting was scheduled for Tuesday, December 8th.

While the two groups were conferring separately on Dec. 8th, the Unions had a proposal, again by telephone, from the Employers. They again offered the fringe benefits previously agreed and if the Union would grant them:

1. Automatic Wrapping Equipment.
2. Flexible Work Day.

They Would Increase Wages as follows:

Service Markets: Head Meat Cutters & Journeymen—1st year \$6 per week.—2nd year \$5 per week. Self-Service Markets: Head Meat Cutters & Journeymen—1st year \$5 per week.—2nd year \$4 per week.

Sec. Kelly explained to the membership that this was the highest offer made by the Employers to this date, but the Unions agreed the wage increase was not enough for what they wanted, and they rejected it.

It was then suggested a final joint meeting begin.

The final meeting at the Bismarck Hotel then produced the following Employer offer and is the basis on which the membership of Local 546 will vote to accept or reject the new contract.

The renewal of the old contract for two years, with the following changes.

Sec. Kelly asked the membership to listen attentively, for this is the final offer they will vote on today.

1. A Jury Duty clause providing for the difference in pay for any time lost.
2. A Funeral Leave clause covering three days pay for time lost as a result of a death in the immediate family.
3. An injury clause covering pay up to four full days for "on the job" injuries.

4. The Union will eliminate the restriction on automatic packaging equipment.

5. Unions will include a No-Strike—No-Lockout clause excepting on violation of meat sales.

6. Employers will insert Pricing clause in Self-Service contract.

7. Employers will equalize wage rates in Service and Self-Service Markets.

8. Provision will be made for a flexible work day, covered between the hours of 8 A.M. to 5 P.M. or 9 A.M. to 6 P.M. Starting time will be rotated among market employees and [fol. 211] will become effective January 4, 1960. Overtime to be paid for any work over 8 hours.

9. Wages: Self-Service Markets—Head Meat Cutters & Journeymen—1st year \$5.50 per week, 2nd year \$5.50 per week.

Wages: Service Markets—Head Meat Cutters & Journeymen—1st year \$6.50 per week, 2nd year \$6.50 per week.

Wages: Apprentices—1st year of contract: 0 to 6 months—\$75 per week, 6 to 12 months—\$79 per week, 12 to 18 months—\$84 per week, 18 to 24 months—\$88, 24 to 36 months—\$93 per week. 2nd year of contract, 0 to 6 months—\$75 per week, 6 to 12 months—\$81 per week, 12 to 18 months—\$87 per week, 18 to 24 months—\$91 per week, 24 to 36 months—\$96 per week.

Proportionate adjustments on extra and sixth day to be worked out if approved.

Sec. Kelly informed the membership, that proposal No. 8 is the Flexible Work Day, that had been talked about, for many years the Unions had fought against it. Now it is a necessity for the benefit of the membership, and the Employer. It will give the membership the opportunity of setting up their shop before opening, if they need it, and if they work after 5 P.M. they are assured of overtime pay, the Unions are advocating the Flexible Work Day, for the benefit of the membership.

Sec. Kelly stated that under this proposal, the new minimum rates would be for Service Markets, Head Meat Cutters \$124, Journeymen \$117.50, effective Oct. 1960, Head Meat Cutters \$130.50-Journeymen \$124. Self-Service Markets, Head Meat Cutters \$125, Journeymen \$118.50, effective Oct. 1960 Head Meat Cutters \$130.50, Journeymen \$124. This contract will equalize wage rates, something the Union has been fighting for, since Self-Service came to Chicago.

Apprentices will range, from a minimum of \$75 to a maximum of \$96 weekly.

Under the Chicago Cost of Living Index, the cost of living has risen since last Oct. 1958 to Oct. 1959 1.6%. Based on the journeyman rate of \$113, we would be entitled to an increase of \$1.82 per week. We did not use the Index for this reason. We talked on the increased standard of living.

Under this proposal, the Contract is retroactive to October 3rd. There is 10 weeks back pay due all members, for example Head Meat Cutters & Journeymen in Self-Service Markets have \$55 coming and in Service Markets, Head Meat Cutters and Journeymen have \$65 coming.

[fol. 212] Sec. Kelly informed the membership that their Union Negotiating Committee, feel they have done their level best, actually he did not think it possible to secure as large an increase as being offered the membership in this proposal, it represents a package increase over the 2 year contract of 30¢ an hour. We are now the highest paid Meat Cutters Local Union in the United States with the \$124 being paid our Journeymen in October of this year. We have the same increase in our Self-Service Markets of \$5.50 and \$5.50 as Kansas City received and had to take a 14 day strike to get it.

Your Union Negotiating Committee feel they have done their best, and Sec. Kelly as Chairman of the Negotiating Committee, recommended to the Membership that they accept the Employers Proposal.

Honorary Chairman Patrick Gorman informed the membership that they had heard the report and recommendation of the Negotiating Committee, and as Honorary Chairman asked for a motion to accept or reject the recommendation of the Negotiating Committee.

There was a motion made by Bro. Robert Rankin that the membership of Local 546 accept the recommendation of the Negotiating Committee. This motion was seconded by Bro. John Denk. There was no comment on the question of the Motion. This motion was passed by a unanimous "AYE VOTE OF THE MEMBERSHIP".

Honorary Chairman Patrick Gorman, then asked for a motion to adjourn the meeting. There was a motion made by Bro. Michael Hurley that the meeting Adjourn. This motion was seconded by Bro. Milton Strom and passed by a unanimous "AYE VOTE OF THE MEMBERSHIP."

The Meeting Adjourned at 3:20 P.M.

Sec. Kelly then wished the membership A Merry Christmas on behalf of the Local Officers.

/s/ GLENN J. NAUMANN
RECORDING SECRETARY

[fol. 213]

IN UNITED STATES DISTRICT COURT.
FOR THE NORTHERN DISTRICT OF ILLINOIS

DEFENDANTS' EXHIBIT 45

AMALGAMATED MEAT CUTTERS
and B. W. of N. A.
Local 546.

Special Contract Meeting Sunday November 26, 1961.

Plumbers Hall
1340 W. Washington Blvd.

Meeting Called to
order at 2:08 P.M.

Sec. Kelly asked the membership to rise in order to give the photographer the opportunity to take the pictures of the Membership and Officers present at this meeting. The photographer had some difficulty taking the picture of the Membership, due to equipment difficulty, and asked for their cooperation.

Sec. Kelly then called upon Bro. George Dunlap a member of Local 546, who is a Scout Master of Boy Scout Troop 785 from Blue Island. Boy Scout Troop 785 then Posted the Colors for the meeting and led the Membership in the Oath of Allegiance to the American Flag.

Sec. Kelly introduced the following Officials, present at this meeting: Local 547 Joe Christmas, and Robert Vaughan, Local 262 Harold Rosa and George Flasi, Local 189 Ed. Zeman, Don Lorenz and Frank Jackman, Local 55 Ray Haase, Ray Abrahams and Bob Gorman, Local 350 Kermit Ray and Dick Gentry, who are not part of our contract negotiations, but here as observers, Sid Kripshaw, who administers our Wholesale Membership Health & Welfare Plan. The Officials of Local 546, Pres. Thomas Gorman, Rec. Sec., Glenn Naumann, Bus. Rep. Fred Nicklas, Frank Kelly, Oscar Lehmann and James Claborn, the Executive Board Members, George Herkert, George Pages, William Barthel and Bob Kennedy.

Sec. Kelly informed the membership that this meeting was called for the single purpose of ratifying (3) three proposed Contracts, for the ensuing (3) three years. There will be no other business discussed at this meeting.

Sec. Kelly then introduced our own Pres. Thomas Gorman who opened the meeting officially.

Pres. Gorman informed the membership, that everyone on the platform had been introduced, except our own Sec. Treas. R. Emmett Kelly, who has done an outstanding job in leading the negotiating committee thru our present contract negotiations. Pres. Gorman introduced Sec. Treas. R. Emmett Kelly who is known as the leader of the membership for their benefit.

Pres. Gorman stated that on Oct. 28, 1914 a handful of Meat Cutters called on International Secretary Dennis Lane at his home, and obtained a Charter for Local 546, in hopes that they could better their working conditions [fol. 214] through organization. At that time their salary was \$15.00 per week for 75 hours of work. Local 546 has had one strike in their history, just 5½ years after the

charter was issued, and it was successful. These men felt that they had to have Union, in order to liberate them from the employers demands. We have now come thru the years under the proper guidance of our Officials through the years to the point, where our Journeymen are now earning \$124 per week for 40 hours work. In those days the men really needed a charter for they were free of employers demands, they could negotiate. In 1961 we really needed a Union, for more reasons than one. 30 per cent of our membership would be out of a job, due to the employers demands, if it had not been for the leadership and guidance of Sec. Treas. R. Emmett Kelly. We have a strong Union, all Meat Cutters in our organization, and throughout the entire U.S. should be proud that we have a man that would not submit to the employers demands—We have a Champ.

Pres. Thomas Gorman then called upon Sec. Kelly to introduce our International Sec. Pat Gorman.

Sec. Kelly informed the membership that our International Sec. Pat Gorman, made a special effort to attend this meeting, for he drove all the way from Louisville, to be in attendance in our meeting today. Sec. Kelly then called upon International Sec. Pat Gorman for a short talk to the membership.

International Sec. Pat Gorman informed the membership that their Pres. Thomas Gorman was in good form today, and he wished he was in the same form. It is indeed a great honor to be present on this day of accomplishment and success for the membership for Local 546. I started to attend the Contract Meetings of Local 546 when wages were poor, and conditions were poor. Local 546 started to grow and progress, and always contributed to the growth and progress of the International Union, Local 546 has always been a pacemaker and a backbone to the International Union. It is a proud day for your International Organization for we now have 360,000 members throughout the U.S., this should also be a proud day for the 5,000 to 6,000 members of Local 546, for what you are to receive, due to the efforts of the Officials and the Negotiating

Committee of Local 546. The International Union has had [fol. 215] no strike with the Meat Packers this year. I am proud of the contributions made by Sec. Kelly, for he has always been called for in committees, in Local Unions, that have had contract trouble, in so far as, labor problems and negotiations. He has always been fair, honest and trustworthy in his decisions. Sec. Pat Gorman thanked the membership for being given the opportunity to talk to them, and was proud of the success, and progress that the Officials, and the Negotiating Committee of Local 546 have made.

Pres. Thomas Gorman thanked our International Secretary Pat Gorman, for the education and knowledge, that he has conveyed to us in his short talk. Pres. Gorman asked our International Secretary Pat Gorman to act as Honorary Chairman for this meeting.

International Secretary Pat Gorman acting as Honorary Chairman for the meeting, thanked Pres. Tom Gorman, and turned the meeting over to Sec. Kelly for explanation of the Contract to the membership.

Sec. Kelly informed the membership, that this meeting, due to the fact that there are (3) three proposed contracts to be presented to them, and voted upon by the membership, may be longer and consume more time. This meeting will proceed in the same fashion as our previous meetings, with Sec. Kelly explaining the proposed Contracts, and Recording Sec. Glenn Naumann reading them. Sec. Kelly then asked for the membership's cooperation in the procedure of the meeting.

Sec. Kelly then informed the membership of six year progress of our Credit Union, which started Oct. 25, 1955. Our membership to date is 1059, Membership Loans outstanding, to date \$162,289.87, Total Assets \$189,919.28, Total in Savings Accounts to date \$181,099.75, and the Interest Rate paid for the year of 1960 to 1961 is 4%. This is strictly a Non-Profit Organization for the benefit of the Membership. Invest in it for your Savings, it pays 4% interest on savings, borrow from it when you need it the interest rates are low, it was organized for the benefit of the Membership.

[fol. 216] Sec. Kelly asked the Recording Secretary to proceed with the meeting, and advised the membership to listen and vote wisely.

The Affiliated Meat Cutter Locals namely Locals 189, 262, 320, 546, 547, 571 and 638 with Locals 350, Hammond and Gary, and 612, Joliet, acting as observers, comprising approximately 10,000 union meat cutters, held their first joint meeting June 8, 1961. Prior to that date the combined union group had been making surveys of their respective members to determine what should be contained in our contract demands.

A second meeting of all 7 Locals was held on July 10, 1961, and each submitted written demands they felt their membership required. From this meeting, was prepared the basic proposal that was later submitted to the Industry Group of Employers.

Sec. Kelly informed the membership, that he was asked where the demands of the membership come from. Weeks and months prior to the time we open the contract, our Bus. Agents, our Presidents, our Secretaries, thru their contacts with the membership, formulate the demands of the membership within their own Local Union. Then a meeting of the 7 Local Unions involved in negotiating the demands of the membership is called. Each Local Union brings with them 7 copies of their membership demands, and they are distributed among the other Local Unions. The negotiating committee for the 7 Local Unions then boils them down to the demands, that are to be presented to the Employers. This is where the demands of the membership come from.

On July 10, 1961, our final demands were prepared. We had previously, on June 13, 1961, notified the Employers of our desire to re-open our contract to discuss wages, hours, and other conditions of employment. We now advised them that we would present formal demands to them, as a group, on July 27, 1961. On that date, the Unions and Industry met and the first joint negotiating meeting was set for August 22nd at the Bismarck Hotel.

The employers, likewise, arranged a private meeting of their own, to be held at National Tea Co., headquarters, one day in advance, in order to be fully prepared when they met the Unions.

At the first meeting on August 22nd, the following Employers were represented: The Associated Food Retailers (the independent association), Palace Cash Markets, Hillman's, Wieboldts, Jewel Food Stores (also representing [fol. 217] Eisner Food Stores), Eagle Food Stores (also representing Piggly Wiggly), The Kroger Co., The Great A. & P. Tea Co., National Tea Co. (also representing Del Farm Foods), Red Owl Stores, High-Low Foods, Sure-Sure Food Marts, Wally's Markets, Inc., Motto's Foods, and various independent operators.

Sec. Kelly advised the membership, that your negotiating committee had served notice to the employers 6 weeks ahead of the normal time. The employers in the first meeting represented 85% of the total membership, some companies had 3 representatives. There were five attorneys present on the Employers Committee, which made it very difficult, for you had to weigh every word, due to our suit with the Jewel Tea Co. There were 23 members on the Union Committee, and Sec. Kelly acted as Chairman and Spokesman for the Union Committee. Mr. Ed. Vorbeck, who is the General Counsel for Jewel Tea Co., acted as the Employer Chairman.

In this meeting of August 22nd, the following demands, which had been submitted by the Affiliated Local Union Negotiating Committee, were discussed. Proposed changes in Contract language were likewise submitted, so that our contract would conform to existing laws. We had proposed:

1. A two year agreement.
2. Establish a Health & Welfare program with full contribution to be made by the employer.
3. Wages: Increase Head Meat Cutters and Journeymen Meat Cutters by: \$6 per week for the first year and \$6 per week for the second year. Apprentices: 0 to 6 months \$75 for the first year, \$75 for the second year, 6 to 12 months

\$82 for the first year, \$83 for the second year, 12 to 18 months \$89 for the first year, \$91 for the second year, 18 to 24 months \$94, for the first year, \$97 for the second year, 24 to 36 months \$100 for the first year and \$104 for the second year.

All apprentices who attend the full meat training course being conducted in the Washburne Trade School and who receive a Certificate of Completion shall be classified as journeymen at the end of $2\frac{1}{2}$ years of apprenticeship and shall be entitled to the journeyman rate of pay. School classes are held 48 weeks per year. The above described students must attend a total of 35 weeks, one day each week and 8 hours per day.

Wages: (continued)

Time and one-half shall be paid for all work over eight [fol. 218] hours in any one day and forty hours in any week. During a holiday week, the fifth day shall be paid at the rate of time and one-half.

A premium rate of $37\frac{1}{2}$ cents per hour shall be paid for all extra work during the first contract year and fifty cents per hour during the second contract year.

4. Establish a pension plan with the full contribution to be made by the employer.

5. Wherever a Profit-Sharing or Thrift Plan exists, all members of the union employed by said company to be permitted to participate in such plan.

6. In Local 189, change the hourly structure to five 8 hour days and a 40 hour work week in Groups 3, 3A and 4. Starting time to be no earlier than 9:00 A.M. ☉

7. Vacations:

a) Establish a new vacation policy of three weeks after eight years of service and 4 weeks after 12 years of service.

b) Whenever an employee who has been employed six months or longer leaves his present employment for any reason, he shall be entitled to pro-rated vacation based on his months of service.

c) Vacation pay shall be based on the rate being paid at the time the vacation is taken.

d) Vacation schedules must be posted in the market thirty days prior to the time the vacation is due.

8. Add "Pricing on the Premises" Clause.

9. Eliminate the "No Strike-No Lockout" Clause pending the outcome of the Rockford, Ill., arbitration decision.

10. Holidays: Eliminate the clause having to do with Victory day and insert in it's place an additional holiday to be known as Veteran's Day.

11. Establish a "Hiring Hall" Clause.

12. Establish an over-all company seniority clause.

13. Members of the Meat Cutters Union shall not be required as a condition of their employment to neither load or unload merchandise.

14. Reword the "Union Security" clause to comply with NLRB rulings.

15. Extra help shall be paid the day they work, or in the event they work more than one day, they work more than one day, they shall be paid the last day of the week in which they work.

[fol. 219] 16. In Article 4, Section 8, increase the rest periods to fifteen minutes twice daily.

17. Eliminate the system of staggered starting hours and return to a 9:00 A.M. starting time.

18. Establish a maximum "Work Standards" clause.

19. Eliminate the "Favored Nations" Clause.

20. Eliminate free "clean-up" time in service markets.

21. The Affiliated Local Unions reserve the right to amend these demands at any time during the negotiations.

Sec. Kelly explained to the membership that this was a list of their demands presented at the first meeting with

the employers, and represented the problems within the markets, and certainly we realize that we are not going to be able to receive all the demands we ask for, in bargaining for your contract we are going to have to give somewhere. When the employers received these demands they "blew their top", they immediately began to talk of restrictive demands, also, lack of increasing profits, which we know is not true. They discussed the Flexible Workday, which can be worked out. Sec. Kelly stated that there is a small minority of our membership, that continue to violate the terms of the contract regarding the Flexible Workday, and make it miserable, for the majority of our membership, and asked for the membership's cooperation in reporting such contract violations. Your reports will be held in confidence, and the violators will be taken care of, it is only for your own benefit.

On September 12, 1961, at 9:30 A.M. both groups met again at the Bismarck Hotel. All of the Employers had attended a closed meeting prior to this date at Jewel Headquarters in Melrose Park and prepared counter proposals to the Union demands. This counter proposal was presented on the part of the entire Employer's Committee. It was eighteen pages in length.

Sec. Kelly informed the Membership the Employers Proposal would have changed the existing contract, by at least 75%. It contained: A request for female wrappers, unrestricted hours of operation, elimination of product jurisdiction, which means our product could be cut and packaged off of the premises. Sec. Kelly informed the membership that he picked one clause out of this 18 page proposal, which was ridiculous all the way through, he thought the membership got the same kind of humor out of it as he did, when they heard it and asked the Recording Secretary to read it;

[fol. 220] Section 3.5 Discipline:

During an employee's probationary period, that is, during his first thirty days of employment, an employee may be discharged for any reason at the sole discretion of the

Employer. After an employee has completed the probationary period, such employee shall not be suspended, discharged or otherwise disciplined without just cause, just cause to include by not be limited to the following: poor performance on the job (whether due to inefficiency, loafing, carelessness or incompetency); deliberate and willful refusal to carry out a proper order promptly; dishonesty or other misconduct in connection with work, such as short-weights, falsification of a record, such as a time or employment record, sabotage, vandalism, stealing, etc.; serious or persistent infraction of reasonable rules promulgated by management relating to the health, safety and sanitation of employees, or the maintenance and operation of the premises and equipment, such as using or being under the influence of alcoholic liquors or narcotics while on duty, etc.; incivility to customers; engaging in a strike, work stoppage, slowdown, or picketing in violation of this contract; provided however, that in the event of a dispute as to whether a suspension, discharge, or other disciplinary penalty was for just cause, the matter shall be adjusted in accordance with the grievance and arbitration provision of this contract.

Sec. Kelly stated that this gives you a rough idea of the 18 Page Employers Proposal, the only thing they omitted, was to ask you to stop breathing. Due to the fact that this proposal was drafted by Attorneys, your negotiating committee, went no further at this time, and asked for the opportunity to check with their attorney's.

On September 20, 1961 (all Locals and Employers represented) another meeting was held. The Union stated that they had reviewed the Employer's 18 page Proposal but could find no agreement on any part of it, and we were actually miles apart. A lengthy discussion followed with both parties holding to their own proposals.

Sec. Kelly informed the membership, in this meeting they discussed contract language, vacation schedules, pro-rata pay, apprentice training, and the incentives for it, and at [fol. 221] the same time the the Employers passed an appendix sheet, requesting female wrappers for the first time.

They offered no ratio of female wrappers to apprentices or journeymen, and there was no wage offer mentioned, to continue bargaining, the Unions took under advisement. Mr. Vorbeck closed the meeting that day by saying, it is the "most restrictive contract in the United States".

Meetings were again held for a period of two consecutive days, namely September 28th and September 29th. During these days, discussion was had on vacations, the No Strike No Lockout Clause, Hiring Hall Clause and other matters that had no immediate bearing on the economic issues that the Unions were hoping to better. The Unions in this meeting made clear that their demands were being completely ignored by the Employers.

Sec. Kelly informed the membership that the negotiating committee, did not accomplish anything this day, but informed the employers they were willing to negotiate, and adjourned for another meeting.

On October 4th, because of inability to secure hotel accommodations, the Employer-Union Committee met in the offices of Local 546. In opening the meeting Chairman Kelly first gave a report to the Employers on the damaging effect female members can have on the security of jobs for the male membership of a Meat Cutters Union.

The following figures are an exact representation of our Kansas City Local 576 and are a true picture of the loss of male jobs during this last 10 year period.

Sec. Kelly stated to the membership, that these are true figures from our Kansas City Local 576. In January, 1951, total membership was—965, of which there was, 810 Male Members, and 155 Female Members. In January, 1961, just 10 years later, total membership was—1002, of which there was, 646 Male Members, and 356 Female Members. The total overall increase in membership in 10 years was 37 members. The total Female Membership increase in 10 years was 201 members. The total Male Membership job loss in 10 years was 164 jobs. These are the things your negotiating committee feared on female members, and that was the reason we cited these figures to them. This was

[fol. 222] our eighth meeting with the Employers, and we have had no wage or Health & Welfare offer of any kind.

On this same day, October 4th, a sub-committee of the Employers composed of a representative from Krogers, A & P, Jewel and the independent Association, met with a committee from the Unions and suggested the Unions lower their demands wherever possible, with the hope of starting to move toward a settlement. The Unions did this, eliminating some demands that had been offered as compromises.

We met again on October 13th for the ninth meeting. The Employers had an opportunity to meet together on two occasions to prepare an answer for the Unions. They offered the following and based it on a 3 year contract.

1. Their new contract as they had proposed it (all 18 pages).
2. The same request for female meat clerks.
3. The right to operate beyond 6 P.M., and on Sundays and Holidays.
4. The following salary increases:

Head Meat Cutters, \$3. per week, for the first year, No increase for the second year, and \$2 per week for the third year. Journeymen, \$3 per week for the first year, No increase for the second year, and \$2 per week for the third year.

Apprentices: The same identical salary rates for apprentices in all brackets except for the final bracket they offered a \$1 per week increase over the existing rates in the first year, none in the 2nd year, and \$1 more in the third year.

They also offered the following wage rates for meat wrappers:

0 to 12 months \$65 for the first year, \$70 for the second year, and \$75 for the third year. 12 to 24 months \$65 for the first year, \$70 for the second year, and \$75 for the third year. After 24 months \$65 for the first year, \$70 for the second year, and \$77 for the third year.

Sec. Kelly informed the membership that this was the first money we had received, if you can call it a money offer and accepted it as such. There was no Health & Welfare offer, which we were looking forward to. This is the first time in the history of Local 546 we have had a 3 year contract offer, which your committee was interested in. If satisfactory we could accept, it would give long range protection, in the event of a War and a wage freeze it would [fol. 223] offer Security. All contract discussions from this point on were based on the 3 year contract offer.

Before going into the next series of 3 meetings, the Employers had asked for a sub-committee meeting of both groups and wanted from the Union their specific demands covering a Health & Welfare Program. On October 24th, the Unions prepared a plan and on October 25th met with the Employer Sub-Committee and proposed the following:

1. That all employers of Union membership contained within the Locals' jurisdiction contribute a joint Union-Management Trust Fund the sum of \$24 per months for each employee.

2. That a Health & Welfare Program be adopted and mutually agreed upon to become effective beginning the second year of the contract.

3. Any Employer whose employees elect to retain the plan presently in force in that particular company, such Employer must make the plan available entirely cost free to the employee.

Sec. Kelly stated that the Health & Welfare Program your committee proposed is a stiff Plan, and the proposed contribution was a stiff one. We had always been known as a conservative Local, always negotiating for Wage increases for the Membership in the past. According to the demands of the Membership this year we are discussing a Health & Welfare Program in our negotiations. One that will give the Membership complete coverage in this area, and security in coverage when you transfer from one job to another. We have said any Employer whose employees elect to retain the plan presently in force in that particular

company, such Employer must make the plan available entirely cost free to the employee. Sec. Kelly informed the membership, that he wanted to explain the word ELECT. We mean that the membership themselves be given the opportunity to ELECT, which plan they want to have. We will have a series of meetings of the membership to determine which plan they want.

On November 1, 1961, we held our 10th meeting with the employers committee, which was the largest committee they had to date. Mr. Vorbeck of Jewel, their Chairman, occupied the morning by talking about the cost of a Health & Welfare Program, the extension of operating hours and a new classification of meat clerks. No progress was made.

[fol. 224] The following day, November 2nd, brought on a new side to the negotiations and was one which Jewel hoped to use in the present court suit that would aid them in obtaining night hours of meat operation. The opening statement, made by their Chairman, Mr. Vorbeck of Jewel, was:

Now, we would like to discuss market operating hours. We do not wish to make a union proposal, but an inquiry on the part of all Industry. He said, we would like the Unions to assume the following:

1. That all provisions of the present contract, namely wages, conditions, etc., are settled.

2. That Industry reaches agreement to limit the sale of fresh meat to Monday, Thursday and Friday, Nights.

3. That Jewel offers to dismiss their suit, without prejudice, and agrees not to reinstate it for the life of the 3 year contract, if the industry offer for 3 nights per week is accepted.

NOW: Under what conditions will the Union recommend to it's members that the hours when fresh meat may be sold, can be extended to nine P.M. on Monday, Thursday & Friday?

Sec. Kelly informed the membership, that this was not a proposal, but an inquiry on the part of the employers. At

a time, like this when we are actually in this court suit itself, nobody should know better than Sec. Kelly himself, for he has been called on several occasions, to give depositions as far back as 1955 and 1957 and 1959 on the attitudes of the membership regarding night work, and the attitudes Unions, regarding night work. He has filled a transcript of 147 pages with his answers, so we are being very careful at this point, and answered this inquiry, with the following answer:

1. This was a loaded question, that could have a bearing of the suit.

2. To negotiate night hours on the limited basis of 3 nights a week is unrealistic and would be conspiring with a group of employers to limit meat operations to certain nights and certain hours.

3. The Unions are willing to negotiate for seven days each week and 24 hours per day and if the Employers as a group were to present such a demand, we would certainly react with a demand covering such a request. At this point the employers requested a recess. They don't want a seven day week operation 24 hours a day. To Limit hours would [fol. 225] be no different than what Jewel was suing us for. Jewel had originall wanted one night a week operations, and now they want three nights a week. We felt this could also be considered restraint of trade and conspiracy, and we told them so.

Later, the afternoon of November 2nd, the Employers sent a sub-committee to the Union Offices, composed of Mr. Ernst of A & P and Mr. Quirk of National Tea. They requested that the Unions make known their demands for a seven day week, 24 hour a day operation.

Sec. Kelly, the Employers were told that the Union has had no request for such, and refused. Meaning we had no wage offer or guarantee, for night operation. The Sub-Committee stated they cannot get the entire industry group to make such a demand. One thing the employers don't want is a seven night operation, 24 hours per day. We then explore the possibility of industry making a proposal based

on the old contract, and this was what we wanted. The Unions answered that if the majority of industry would make such an offer, acceptable to the Unions, we would be interested. A phone call later that day from the Employers requested a meeting the following day.

On November 3rd (our twelfth meeting) we were to go into our longest meeting. Beginning at 9:30 A.M. on Friday, November 3rd, and ending at 2:30 A.M. on November 4th, for a total of 17 hours. To go through everything denied by the Employers would be impossible. They did, however, offer another proposal, based on a three year contract. In this Employer proposal we were to receive our first offer on a Health & Welfare Program. They likewise offered their second proposal to further increase wages as follows:

Head Meat Cutters \$3.50 for the first year, Health & Welfare for the Second year, and \$3. per week for the third year. Journeymen \$3.50 per week for the first year, Health & Welfare for the second year, and \$3. per week for the third year.

Apprentices: 0 to 6 months first year no increase, second year Health & Welfare, third year no increase, 6 to 12 months, no increase for the first year, second year Health & Welfare, third year No Increase, 12 to 18 months first year \$1 per week increase, second year Health & Welfare, third year no increase, 18 to 24 months, first year \$2 per week increase, second year Health & Welfare, third year [fol. 226] \$1 per week, 24 to 36 months, first year \$2 per week increase, second year Health & Welfare, third year \$2 per week increase.

Meat Clerks: 0 to 12 months \$65 per week, second year Health & Welfare, third year \$65 per week, 12 to 24 months \$70 per week for the first year, Health & Welfare for the second year, and \$70 for the third year per week, after 24 months, for the first year \$75, for the second year, Health & Welfare, for the third year \$77 per week.

Included with the wage offer was our first Health & Welfare offer, which was modeled after the Retail Clerks Plan now in effect in Chicago and suburbs.

Sec. Kelly informed the membership, the \$3.50 per week increase for Head Meat Cutters, and the \$3. per week increase for Journeymen, was the first sign of moving ahead on wages. The apprentice wages, were inadequate. The Meat Clerk Classification was still tied in with the offer. The Health & Welfare offer called for \$16 per month, the same as the Retail Clerks, and was not near enough.

At this point in the negotiations the Unions requested from Jewel, information on what amount the company paid into the Health and Welfare Plan covering their Meat Cutters. The answer was a point blank refusal on their part, to disclose the amount.

Sec. Kelly stated that the Unions knew the amount that the Jewel Tea Co. paid into their package plan, and the amount our Members paid into it. We had asked for this information repeatedly, and were refused. We had a right to this information according to law. During the month of August, while in negotiations, Jewel knew we wanted a Health & Welfare Program, increased their benefits, and decreased the employee contribution after the Union served demands for opening the contract. We thought it was a little unethical and we told them so.

That evening the Unions countered the Employers offer, still demanding that all Employers raise our Head Meat Cutters and Journeymen by \$5.50 in the first and third years of the contract and provide proper increases for apprentices. We did no retreat from our position that Health & Welfare benefits be provided in the amount of a \$24. monthly contribution by the Employer for each employee. We had compromised some of our demands but retained those we felt were most necessary for our members.

[fol. 227] At 12:55 A.M., after 15 hours of bargaining, the Employers presented still another proposal, in which they increased their wage offer, Health and Welfare offer and various fringe benefits.

The offer is as follows:

1. Term—3 years.

2. Employers are willing, October 1, 1962, either to pay the sum of \$18. per month, per employee, into a jointly administered Trust Fund, or provide the Health & Welfare benefits provided in the Employers Health & welfare Plan that might be in effect on July 1, 1962.

3. Wages: Head Meat Cutters \$4.50 per week increase for the first year, Health & Welfare for the second year, and \$3.50 per week increase for the third year. Journeymen \$4.50 per week increase for the first year, Health & Welfare for the second year, and \$3.50 per week increase for the third year.

Apprentices: 0 to 6 months \$75. per week for the first year, Health & Welfare for the second year, and \$75. per week for the third year. 6 to 12 months \$81. per week for the first year, Health & Welfare for the second year, and \$81. per week for the third year. 12 to 18 months \$88. per week for the first year, Health & Welfare for the second year, and \$89. per week for the third year. 18 to 24 months \$93. per week for the first year, Health & Welfare for the second year, and \$95. per week for the third year. 24 to 36 months \$99. per week for the first year, Health & Welfare for the second year, and \$102. per week for the third year.

New Classification of Male Meat Clerks:

0 to 12 months \$75. per week for the first year, \$75. per week for the second year, and \$75. per week for the third year. After 12 months \$80. per week for the first year, \$80. per week for the second year, and \$82. per week for the third year.

4. Apprentice ratio to be 1 apprentice for each 2 Journeymen. Meat Clerks to be counted as apprentices for purposes of this ratio.

Sec. Kelly informed the Membership, that this was the highest wage offer to date, the Meat Clerk classification, was still there. The apprentice increase offer was the best

they offered so far, there was a new high for Health & Welfare offered, which was \$18. per month, and they tendered a typed sheet to us on Health & Welfare, which had been prepared 3 days earlier, and apparently they did not want to offer it, so the membership present and those who are not present, will know the content of the Health & [fol. 228] Welfare program presented by the Employers, and can compare it with their own Health & Welfare Program if they have one. Sec. Kelly asked that this sheet be read to the membership, which is as follows:

Chicago Meat Cutters
11/1/61

Health and Welfare Option (2a)

Effective October 1, 1962 the Employer agrees to provide each full-time employee covered by this contract who has completed his probationary period with health and welfare benefits in accordance with the provisions of whichever of the following alternative plans is approved by the Employer's full time employees covered by this contract:

Jointly Administered Health and Welfare Trust Fund.

Health and Welfare benefits to be provided under a jointly administered Health and Welfare Trust Fund to be established by the parties hereto pursuant to a Health and Welfare Trust Agreement to be hereafter executed under the terms of which trust agreement the Employer shall pay to the Health and Welfare Trust fund the sum of \$18. per month for each full-time employee covered by this contract. Said Employer payments shall commence on the effective date of this provision with respect to all full-time employees who have completed their probationary period and on the first of the month following the completion of their probationary period with respect to all other full-time employees and shall cease upon termination of their employment.

Payment by the Employer into this trust fund shall be in lieu of all Employer established plans or programs,

including sickness and accident disability pay, hospital, medical & surgical care, major medical expense and group life and accident insurance, each of which programs shall automatically terminate on the effective date hereof.

Employer's Benefits Plan:

The Health and Welfare Benefits provided in the Employer's Health and Welfare Plan or Plans in effect on July 1, 1962, such plan to be administered and financed in accordance with the rules and conditions contained therein.

The Union and the Employer shall make the necessary arrangements to conduct an election by secret ballot during the month of July, 1962 to determine the preference of the majority of the Employer's full-time Employees covered by this contract. The decision of such majority shall be binding upon the Employer, the Union and the [fol. 229] Employees involved for the duration of this contract. In the event the Employer does not have a Health and Welfare Program in effect on July 1, 1962, then the Employees of said Employer shall be deemed to have elected to be covered under the Jointly Administered Health and Welfare Trust Fund.

Sec. Kelly explained to the membership, that where a company has a Health & Welfare Plan in effect, a Secret Ballot Vote of the Membership within the company will be taken, to determine whether the Membership within that Company, want to come into Union over all plan, or remain with the company plan. This is the way we want it done, we want to know that everybody is satisfied. On November 13, our 13th and next to the last and final meeting was held. We had been advised by Union Counsel that under the law we were entitled to know what amount the Employer was paying into his Health & Welfare Plan, and on that day we served a notice on Jewel Tea Company, in a letter, requesting such information. The letter is as follows:

Dear Mr. Vorbeck:

In connection with our current collective bargaining negotiations relative to a new contract with your company

for the period beginning October 7, 1961, we should appreciate having you furnish us with the records and data showing the cost to you for the past year of the Health and Welfare Benefits which are afforded to employees within the bargaining unit which we represent. This data should show the gross premiums paid by you, any dividends or refunds received from the insurance company or from Blue Cross-Blue Shield, and your net cost for each employee in such bargaining unit.

We do not wish to inconvenience you in any way and if it is more convenient for you, we shall be agreeable to having our actuary or accountant check the necessary records in your office.

It is necessary that you furnish us with this information in order that we may make a proper evaluation of the current insurance program which covers the employees whom we represent, and towards which such employees contribute, before we can arrive at conclusions in the present contract negotiations.

Your Cooperation in this matter will be appreciated.

Very truly yours,

(signed) R. EMMETT KELLY
Chairman, Affiliated Local Unions'
Negotiating Committee, etc.

[fol. 229a] Sec. Kelly informed the Membership, that this letter apparently did the job, for on November 21st, as a result of this request, we were furnished a 4 page letter by Jewel Tea Co., in which they agreed to permit us to examine their records to determine, the cost to the company, and the contributions made by our Membership, in the package plan they had.

The Unions then lowered their demands and proposed the following:

1. Three year contract.
2. The same language on a Health & Welfare Plan but lowering the contribution to \$22. per month for each employee.

3. Wages: Head Meat Cutters \$5.50 per week increase for the first year, Health & Welfare for the second year, and \$5. per week for the third year. Journeymen \$5.50 per week increase for the first year, Health & Welfare for the second year, and \$5. per week increase for the third year.

Apprentices—the same as our original proposal, namely: 0 to 6 months \$75. per week for the first year, Health & Welfare for the second year, and \$75 for the third year. 6 to 12 months \$82. per week for the first year, Health & Welfare for the second year, and \$83. per week for the third year. 12 to 18 months \$89. per week for the first year, Health & Welfare for the second year, and \$91. per week for the third year. 18 to 24 months \$94. per week for the first year, Health & Welfare for the second year, and \$97. per week for the third year. 24 to 36 months \$100. per week for the first year, Health & Welfare for the second year, and \$104. per week for the third year.

Ratio—Three apprentices for every 7 journeymen.

Wages—continued:

Time and one-half to be paid in the 2nd year of the contract, after 44 hours in any one week; and during the 3rd year, after 40 hours in any one week.

4. Vacations—4 weeks after 18 years of employment.

5. Seniority Clause to be mutually agreed upon and applied to the 2nd year of the contract.

Sec. Kelly stated that here for the first time, we had lowered our Health & Welfare demands to \$22. per month, we had lowered our 3rd year demands for Head Meat Cutters and Journeymen to \$5. per week increase, and had ignored the Meat Clerk proposal. On the ratio of apprentices they offered, we knew we had to give somewhere along [fol. 230] this line. We made a proposal to them for 3 apprentices for 7 journeymen, which is 43%, the contract now states 2 for 5 which is 40%, they wanted 1 for 2 which is 50%, and as you see our offer is not to bad. We likewise wanted to open the door for 4 week vacations in our contract. The Seniority Clause to us, was greatly important.

Now at 6:25 P.M. that same night, we re-convened and the Employers made a proposal that was practically identical to their last offer. After much discussion, we turned it down, and the Employers were informed by the Unions that they would meet no further after November 19th. We told them we wanted to establish a meeting for the Membership Sunday November 26th, in order for the Unions to set up a meeting of this size, we must have this much time in advance, so we gave them a deadline, and if an agreement was not reached by that time, the meeting of the Membership will be held, and we will take our chances.

The 14th and final meeting, as agreed, was held on Thursday, November 16th. Mr. Vorbeck of Jewel, the Employer Chairman, opened the meeting by stating: "That a formal reply to our letter requesting Health & Welfare information on the Employer contribution was being prepared by his company and we would have it by Tuesday, November 21st. He indicated the reply would be favorable to the Union.

The following proposal was then offered by All Industry, based on the language of our old contract.

1. Term—3 years.
2. Agree to prepare a seniority clause to become operable during the second year of contract.
3. Mutual agreement to be reached by July 1, 1962, providing for operation of Service Delicatessen Departments in Self-Service Markets, after 6 P.M. and on Sundays. (to be covered by letter.)
4. Clarification of Employers right to sell fresh and frozen poultry from Self-Service cases on Sundays and Holidays.
5. Four weeks vacation after 20 years, to become effective January 1st, 1963.
6. Same apprentice demand of 1 apprentice to 2 journeymen.
7. Employers drop demand for male meat clerks.

8. Agree to all previous agreed upon terms and provisions.

[fol. 231] 9. Wages: Head Meat Cutters \$5. per week increase for the first year, Health & Welfare for the second year, and \$4. per week increase for the third year. Journeymen \$5. per week increase for the first year, Health & Welfare for the second year, and \$4. per week increase for the third year.

Apprentices—Employers will meet the Union's original demand..

Pro-rata increases for extra help.

10. Health & Welfare contribution to be \$19. per member per month.

The following statement was then made by Mr. Vorbeck, Employer Chairman and General Attorney for Jewel:

"When final agreement is reached on all things, Jewel will make a proposal with respect to market operating hours. It will provide for 7 days per week, 24 hours a day operation, in which any or all other employers may join, as they see fit."

Sec. Kelly stated in this meeting we reached \$19. on Health & Welfare, and the highest wage offer to date, and we also received from Jewel a proposal for night operation. We had been waiting for this, during all of the 14 meetings, for we expected it. The Unions recessed and prepared their final proposal that same day.

The final Union proposal:

1. A three year contract.
2. Same language on Health & Welfare as proposed Nov. 13th, with a contribution of \$22. per month.

3. Wages: Head Meat Cutters \$5. per week increase for the first year, Health & Welfare for the second year, and \$5. per week increase for the third year. Journeymen \$5. per week increase for the first year, Health & Welfare for the second year, and \$5. per week for the third year.

Apprentice wages agreed.

Proportionate increases on extra help agreed.

Relaxation on apprentice ratio—3 apprentices for 7 journeymen.

4. Adjust Local 189 differences over 2 year period.

5. Vacations: —Four weeks after 20 years, effective Jan. 1, 1962.

6. Seniority Clause—agreed.

7. Agree to clarification of Employers right to sell poultry on Sundays. The language and method of sale to be mutually agreed upon.

[fol.232] 8. Union agrees to set up a committee to study Employers request for relief on service delicatessen operation in self-service markets with a view to making it operable by July 1, 1962.

Sec. Keily informed the membership, that this was the Unions' final proposal, and at 5:45 P.M. that same day the Employers offered what was to be their final proposal to the Union.

1. Three year term—agreed.

2. A \$20 contribution to a Health & Welfare plan.

a) Accept the Unions option date.

b) Cost free plan to the member if he sees fit to retain his present company plan. (All Industry except Jewel agreed to this.)

3. Wages: Agreed. Head Meat Cutters \$5. per week increase for the first year, Health & Welfare for the second year, and \$5. per week increase for the third year. Journeymen \$5 per week increase for the first year, Health & Welfare for the second year, and \$5 per week increase for the third year.

Apprentice and extra rates—agreed.

Our apprentice ratio accepted.

4. Local 189 differences—agreed.
5. 4 weeks vacation after 20 years effective January 1, 1962—agreed.
6. Seniority Clause—agreed.
7. Agree to our clarification on Sunday and Holiday Poultry sales.
8. Agree to committee study on night delicatessen operation.
9. Agree to up-grade apprentices to journeymen at the end of 2½ years of apprenticeship. If apprentice has attended our apprentice training school and received Certificate of Completion.

Sec. Kelly stated, we had now reached our goal, with one exception, we wanted a \$21. per month contribution on Health & Welfare. We told the Employers if they would increase their offer from \$20. to \$21 per month contribution, we could reach an agreement, and they offered \$20.50. The Unions refused. The most humorous—penny pinching idea they had, when they offered to flip a coin for the 50¢. When we made it clear, that we were not in mind of flipping coins, with the Memberships' money, they granted the \$21. per month contribution.

At this point, Mr. Vorbeek of Jewel presented a letter to the Union, dated November 13th, which had been prepared [fol. 233] and in readiness for the past three days, and in which he proposed to the Unions two propositions for night operation. It was offered by Jewel only Not one single other Employer joined. Sec. Kelly explained to the Membership, that we are running a bit longer in time for this meeting, and the letter may be long, but it contains two of the propositions presented by Jewel Tea Co., requiring the Memberships' Vote, so bear with us and pay attention, and it won't be to much longer before we are finished.

The Letter and its two propositions follow:

"Mr. R. Emmett Kelly, Chairman
 Affiliated Local Unions Negotiating Committee
 Locals 189, 262, 320, 546, 547, 571 and 638
 130 North Wells Street
 Chicago, Illinois.

Dear Mr. Kelly:

During the course of the 1961 negotiations you have stated that if the entire industry were to make an offer which restricted the hours for the sale of meats to one, two or three nights a week, such an offer would be considered a conspiracy in restraint of trade and would, therefore, not be acceptable to the Affiliated Local Unions. You further stated that in order for the Local Unions to entertain any offer for night operations, it must be an offer which would provide for the sale of meats on a 24-hour day, 7-day-a-week basis—in other words, which would provide for no restrictions on the days or hours when meat may be sold.

Since Jewel does not want to be party to a conspiracy to restrain trade and since it is also desirous of removing all restrictions on the hours at which meats may be sold, Jewel makes the following offers on behalf of itself and any other employer who desires to join in the offers.

Jewel Offer No. 1—Self-Service Markets Only:

During these negotiations, and also the negotiations for the last several years, you have consistently maintained that neither our meat cutters, nor those of any other employer want to work after 6:00 P.M. Our first offer is designed to accede to the stated wishes of your membership in this respect in that no employees will be required to [fol. 234] work on Sundays or after 6:00 P.M., Mondays through Saturdays, inclusive. Since it is not possible to operate a service market without employees on duty, this limitation on the hours which employees may be required to work necessarily limits our offer to self-service markets.

Jewel offers to enter into a contract covering its self-service markets which will provide the same wages, health and Welfare, vacations and all other terms of employment

as those agreed upon between the Affiliated Locals and the Industry, except as follows:

1. All restrictions on the hours at which meats and meat products may be sold shall be removed from the contract.

2. No employees other than the members of the Meat Cutters Union may stock or rotate the meats in self-service cases.

3. No employee may be required to work on Sundays or after 6:00 P.M., Mondays through Saturdays, inclusive, except that reasonable overtime may be required outside of such hours if the market or meat department is not open for the sale of meat.

Jewel Offer No. 2—Self-Service and Service Markets:

In the belief that adequate remuneration for work after 6:00 P.M. may offset the desire of your membership not to work after 6:00 P.M., Jewel offers to enter into a contract applicable to both service and self-service markets which will provide the same wages, health and welfare, vacations and other contract provisions as those agreed upon between the industry and the Unions negotiating committee, except as follows:

1. All restrictions on the hours at which meats and meat products may be sold shall be removed from the contract.

2. No employees other than the members of the Meat Cutters Union may stock or rotate the meats in self-service cases.

3. All work in excess of 8 hours in any one day, or after 6:00 P.M., on Mondays through Saturdays, inclusive, or on Sundays, shall be paid for at time and one-half.

4. A journeyman must be on duty during all hours that fresh meat is offered for sale between the hours of 9:00 A.M. and 9:00 P.M. on Mondays, Thursdays, and Fridays, and between the hours of 9:00 A.M. and 6:00 P.M. on Tuesdays, Wednesdays and Saturdays. If the needs of our business [fol. 235] require that an employee be on duty after 6:00 P.M., on Tuesdays, Wednesdays or Saturdays, or at any time on Sundays, the first employee called to work dur-

ing such hours must be a Journeyman Meat Cutter. If a Journeyman is on duty, additional employees on duty at the same time may be apprentices or male meat clerks.

We shall, of course, endeavor to rotate any work required after 6:00 P.M., and on Sundays among qualified Journeymen.

5. The work day for any employee scheduled to work after 6:00 P.M. shall be so fixed as not to require him to put in more than 8 hours on the job. Thus, an employee who would be expected to work to 9:00 P.M., one hour off for supper would be scheduled to start work beginning at 12:00 noon.

An earlier starting time for an employee required to work at nights might be agreed upon, but we have not offered it in the belief that you would not want to require by union contract a longer workday than 8 hours.

We wish to point out in making Jewel Offer No. 2 that we are offering to provide substantially the same working conditions and premium pay as those now enjoyed by our Joliet and Gary-Hammond Meat Cutters. The half-time premium pay involved in paying time and one-half for work after 6:00 P.M., will provide our meat cutters with substantially more premium pay than that enjoyed by employees on night shifts (the normal range is from ten to twenty cents per hour) and more than the retail clerks who will be working alongside of the meat cutters, none of whom now receive premium pay except in the event they perform night stocking work or work more than one night a week, the premium for such night work ranging from ten to twenty-five cents per hour.

Jewel is willing to enter into a contract embodying the terms of either of the above offers, which between them offer a choice of no night work or night work at premium pay.

Very truly yours,

E. T. Vorbeck
Assistant Secretary

Sec. Kelly informed the membership, for the record the two Jewel Tea Co., propositions were read. They are somewhat difficult to understand. We had our attorneys take a copy of these propositions, and work out an answer to these propositions, it was so long Sec. Kelly did not want to introduce it, into the meeting record, but we [fol. 236] have a reply from our attorneys that give us all of the reasons, that we knew were in the letter, as to why this would not be good for the Meat Cutters in the Chicago Area.

Sec. Kelly explained to the Membership that in the Jewel No. 1 proposal, they would add to your work-load, it would permit a 7 day operation around the clock, you would have to work ahead to stock the cases, so they could sell our products after 6:00 P.M., and you would receive no extra pay of any kind for the extra work you have done, and it would result in clerks doing your work, because under the terms of the proposition, there would be no Meat Cutters required. In the face of this, and this one of the first of the three proposals to be voted upon by the Membership, that the Unions, your negotiating committee, and Sec. Kelly recommend strongly that you Vote Against this proposition for Chicago Area, and proposed to the Chairman of the Meeting, International Secretary Pat. Gorman, that he place the Vote of the Membership, on this proposition at this time.

Chairman Pat. E. Gorman called upon the Membership to Vote on Jewel Tea Co., Proposal No. 1. There was a motion made by Bro. Robert Congrieve, that we reject Jewel Tea Proposal No. 1, this motion was seconded by Bro. Peter Schenk. On the question there were no comments. This motion was passed by a Unanimous AYE Vote of the Membership.

Sec. Kelly explained to the Membership, that Jewel Tea Co., proposal No. 2, provides for 3 nights, it also gives the employer the right to work the other 3 nights without Union help. If you were called upon to work one night, you might increase your basic Union Scale by \$3.87 per week. They have here offered, not time and one half, but half time.

This less than offered by Jewel four years ago, when they brought this law suit upon us. As we did on Proposition No. 1, we strongly recommend that you vote it down, and asked the Chairman to call for a Vote on Proposition No. 2 of the Jewel Tea, by the Membership.

Chairman Pat. Gorman called upon the Membership to Vote on Jewel Tea Co. Proposal No. 2. There was a motion made by Bro. Joe Magliano, and Seconded by Bro. Peter Schenk, that we reject Jewel Tea Co. Proposal No. 2. On the questions there no comments. This Motion was passed by a Unanimous AYE Vote of the Membership.

[fol. 237] Sec. Kelly informed the Membership, that we now have the third and final proposal to consider and vote on. A proposal that came from all of Industry, including Jewel Tea. Let's see what is included in this offer, "real fast":

1. A three year contract.
2. An increase for Head Meat Cutters and Journeymen \$5. per week for the first year, this will bring our Journeymen wage up to approximately \$7000. per year, with Health & Welfare for the second year, and a \$5. per week increase for the third year, will bring our package increase to 38¢ per hour.
3. Apprentices rates ranging from \$75. to \$104.
4. We will upgrade Apprentices to Journeymen at the end of 2½ years, without him knowing it, he will earn \$845. in the third year sooner, than if he had to work out the full 3 years.
5. Retroactive pay is guaranteed, as of next Saturday, it will total 8 weeks.
6. A Seniority Clause to become effective in the 2nd year.
7. Increased vacation policy of 4 weeks after 20 years.
8. A Health & Welfare Contribution of \$21. per month, after the 2nd year of the contract, if the proposal is rati-

fied, there will be a series of meetings held in the various companies, who have a Health & Welfare Program of their own. These meetings will be held for each individual company, in order to determine the demands of our Membership within the company by secret ballot. We think that with a \$21. per month contribution for a Health & Welfare Plan, that we can buy an excellent Plan for the Membership, it will cover hospitalization, sick pay, life insurance, for you and your family, and we think that these are facts that you are all interested in.

9. We will have no male meat clerks.

10. We will have no female wrappers.

11. Most important, we will have no night operation.

Sec. Kelly stated that this represents an All Industry Offer, in his opinion it is the best Offer we have received in Contract Negotiations, and recommended the Membership accept it.

Chairman Pat. Gorman informed the Membership, that they had heard third Proposal, and the recommendations of their Negotiating Committee, and asked for a Vote of the Membership.

[fol. 238] Bro. Koestler made a motion that the Membership accept the Proposal made by all of Industry, this motion was seconded by Bro. Matt Schneider. On the question of the motion there were no comments. This Motion was passed by a Unanimous AYE VOTE of the Membership.

Sec. Kelly informed the Membership, that our photographer, was unable to get a picture of the Membership due to difficulties and asked them as they leave to face the camera. There will be a letter mailed to the Membership with a Wage Card, and the facts you will be interested in, and at the time your Health & Welfare Meetings come up, you will be so notified.

Honorary Chairman Patrick Gorman announced, that there being no further business and the powers and authority bestowed upon him, declared the meeting adjourned.

The Meeting Adjourned at 3:45 P.M.

/s/ GLENN J. NAUMANN
RECORDING SECRETARY

[fol. 239] Clerk's Certificate to foregoing exhibits (omitted in printing).

[fol. 240] Clerk's Certificate to foregoing exhibits (omitted in printing).

**PETITION FOR A
WRIT OF
CERTIORARI**

LIBRARY

SUPREME COURT, U.S.

Office Supreme Court, U.S.

FILED

JUL 2 1964

JOHN F. DAVIS, CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1963

No.

240

LOCAL UNIONS NOS. 189, 262, 320, 346, 547, 571 and 638,
AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN
OF NORTH AMERICA, AFL-CIO, et al., *Petitioners*,

v.

JEWEL TEA COMPANY, INC., *Respondent*

**PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS FOR THE
SEVENTH CIRCUIT**

LESTER ASHER

LEO SEGALL

130 North Wells Street
Chicago 6, Illinois

BERNARD DUNAU

912 Dupont Circle Building
Washington, D. C., 20036

ROBERT C. EARDLEY

105 S. LaSalle Street
Chicago 3, Illinois

Attorneys for Petitioners



INDEX

	Page
OPINIONS BELOW	2
JURISDICTION	2
QUESTIONS PRESENTED	2
STATUTES INVOLVED	3
STATEMENT	4
I. The Findings of Fact and Conclusions of Law of the District Court	6
II. The Decision of the Court of Appeals	12
REASONS FOR GRANTING THE WRIT	13
I. The Question Pertaining to the Applicability of the Labor Exemption	14
1. The end served by the limitation	14
2. The means used to get and keep the limitation	19
II. The Question Pertaining to the Exclusive Pri- mary Jurisdiction of the National Labor Rela- tions Board	26
III. The Question Pertaining to the Rule of Reason	33
IV. The Question Pertaining to the Restraint of In- terstate Commerce	37
V. The Question Pertaining to Injury to Business or Property	40
VI. The Question Pertaining to the <i>In Pari Delicto</i> Defense	44
CONCLUSION	46

	Page
APPENDIX A, Judgment	1a
APPENDIX B, Opinion of Court of Appeals	3a
APPENDIX C, Prior Opinion of Court of Appeals on the Interlocutory Appeal	12a
APPENDIX D, Relevant Statutory Provisions	23a
APPENDIX E, Regulation of Market Operating Hours By Collective Bargaining in Areas Other Than Chicago	31a
APPENDIX F, Comparison of Sales and Earnings of Meat Departments With and Without Night Opera- tion, 1961	36a
APPENDIX G, Comparison of Sales and Earnings of Meat Departments With and Without Night Opera- tion, 1960	37a
APPENDIX H, Comparison of Sales and Earnings of Meat Departments With and Without Night Op- eration, 1959	38a
APPENDIX I, Comparison of Sales and Earnings of Meat Departments With and Without Night Operation, 1958	39a

AUTHORITIES CITED

CASES:

Adams Dairy Co. v. St. Louis Dairy Co., 260 F. 2d 46 (C.A. 8)	23
Aetna Freight Lines, Inc. v. Clayton, 228 F. 2d 385 (C.A. 2), cert. denied, 351 U.S. 950	23, 30
Allen Bradley Co. v. Local Union No. 3, IBEW, 325 U.S. 797	19, 20, 22, 23, 24, 31
Anderson v. Clemens Pottery Co., 328 U.S. 680	40
Appalachian Coals, Inc. v. United States, 288 U.S. 344	36
Board of Trade v. United States, 246 U.S. 231	33, 34, 35, 37
Brenner v. Texas Co., 140 F. Supp. 240 (N.D. Cal.) ...	38
Brown Transport Corp., 140 NLRB 954	45
California Sportswear & Dress Assn., 54 FTC 835 ...	19, 23

Index Continued

iii

	Page
C.I.R. v. Duberstein, 363 U.S. 278	41
Delaware Valley Marine Supply Co. v. American Tobacco Co., 297 F. 2d 199 (C.A. 3), cert. denied, 369 U.S. 839	25
Division 1287, Amalgamated Association v. Missouri, 374 U.S. 74	27
Eastern Railroad Presidents Conference v. Noerr Motor Freight, 375 U.S. 127	26
Far East Conference v. United States, 342 U.S. 570 ..	32
Fedderson Motors v. Ward, 180 F. 2d 519 (C.A. 10) ...	38
Federal Maritime Board v. Isbrandtsen Co., 356 U.S. 21	32
Fibreboard Paper Products Corp., 138 NLRB 550, enforced, 322 F. 2d 411 (C.A.D.C.), cert. granted, 375 U.S. 963	17, 19
Garner v. Teamsters Union, 346 U.S. 485	30
Gold Fuel Service v. Esso Standard Oil Co., 306 F. 2d 61 (C.A. 3)	25
Graver Tank & Mfg. Co. v. Linde Air Products Co., 339 U.S. 605	40
Guss v. Utah Labor Relations Board, 363 U.S. 4	33
Hotel Phillips v. Journeymen Barbers, 301 F. 2d 443 (C.A. 8)	39
Hunt v. Crumboch, 143 F. 2d 903 (C.A. 3), aff'd 325 U.S. 821	24, 38
Independent Iron Works v. United States Steel Corp., 322 F. 2d 656 (C.A. 9)	25
International Longshoremen's Association, 118 NLRB 1481, remanded, 277 F. 2d 681 (C.A.D.C.)	28
Interstate Circuit v. United States, 306 U.S. 208	24
John Wiley & Sons v. Livingston, 376 U.S. 543	18
Keogh v. Chi. & N.W. Ry. Co., 260 U.S. 156	32
Klor's Inc. v. Broadway-Hale Stores, Inc., 359 U.S. 207	32
Local 20, Teamsters v. Morton, 32 U.S. Law Week 4405 (S. Ct., May 25, 1964)	29
Local 24, international Brotherhood of Teamsters v. Oliver, 358 U.S. 283	27, 29, 30, 31
Local 100, United Association v. Borden, 373 U.S. 690 ..	27
Local 164, Brotherhood of Painters, 136 NLRB 997, enforced 293 F. 2d 133 (C.A.D.C.), cert. denied, 368 U.S. 824	28

	Page
Local 207, Bridge Workers v. Perko, 373 U.S. 701	29
Los Angeles Meat and Provision Drivers Union v. United States, 371 U.S. 150	17
Mandeville Island Farms, Inc. v. American Crystal Sugar Co., 334 U.S. 219	38
McCleneghan v. Union Stock Yards Co., 298 F. 2d 659 (C.A. 8)	33
MEBA v. Interlake Steamship Co., 370 U.S. 173	29
Meier & Pohlman Furniture Co. v. Gibbons, 233 F. 2d 296 (C.A. 8), cert. denied, 352 U.S. 879	23
Mercer v. Theriot, 32 U.S. Law Week 4386 (S. Ct., May 4, 1964)	26
Milk Wagon Drivers Union v. Lake Valley Farm Products, 311 U.S. 91	19
N.L.R.B. v. American National Ins. Co., 343 U.S. 395	27
N.L.R.B. v. H. E. Fletcher Co., 298 F. 2d 594 (C.A. 1)	21
N.L.R.B. v. Insurance Agents International Union, 361 U.S. 477	27
N.L.R.B. v. Lion Oil Co., 352 U.S. 282	27
N.L.R.B. v. Woogster Division of Borg-Warner Corp., 356 U.S. 342	28, 31
Northern Cal. Mon. Dealers Ass'n v. Interment Ass'n of Calif., 120 F. Supp. 93 (D. Cal.)	38
Page v. Work, 290 F. 2d 323 (C.A. 9)	36, 39
Palmer v. Connecticut P. & L. Co., 311 U.S. 544	44
Pan American World Airways v. United States, 371 U.S. 296	33
Pevely Dairy Co. v. Milk Wagon Drivers Union Local 603, 174 F. Supp. 229 (E.D. Mo. E.D.)	23
Phelps Dodge Corp. v. N.L.R.B., 313 U.S. 177	37
Quality Limestone Products v. Drivers Local 695, 50 LRRM 2783, (E.D. Wis., July 19, 1962)	38
Railroad Telegraphers v. Chicago and Northwestern R. Co., 362 U.S. 330, reversing, 264 F. 2d 254 (C.A. 7)	15, 18, 23
Rossi v. McCloskey & Co., 149 F. Supp. 639 (D.C.E.D. Pa.)	23
San-Diego Building Trades Council v. Garmon, 359 U.S. 236	29, 33
Schatte v. International Alliance, 182 F. 2d 158 (C.A. 9), cert. denied, 340 U.S. 827	23
Schwing Motor Co. v. Hudson Sales Corp., 138 F. Supp. 899 (D. Md.), aff'd, 239 F. 2d 176 (C.A. 4), cert. denied, 355 U.S. 823	38

Index Continued

v

	Page
Shotkin v. General Electric Co., 171 F. 2d 236 (C.A. 10)	38
Spencer v. Sun Oil Co., 94 F. Supp. 408 (D. Conn.)	39
S.S.W., Inc. v. Air Transport Ass'n of America, 191 F. 2d 658 (C.A.D.C.)	29, 33
Standard Oil Co. v. United States, 221 U.S. 1	35
Story Parchment Co. v. Paterson Parchment Paper Co., 282 U.S. 555	44
Terminal R.R. Assn. v. Railroad Trainmen, 318 U.S. 1	27
Theatre Enterprises, Inc. v. Paramount Film Distributing Corp., 346 U.S. 537	25
Times Mirror Co. v. N.L.R.B., 331 U.S. 789	42
Town & Country Mfg. Co., 136 NLRB 1022, enforced, 316 F. 2d 846 (C.A. 5)	17
United Brotherhood of Carpenters v. United States, 330 U.S. 395	21
United Mine Workers v. Pennington No. 927, October Term, 1963, cert. granted May 18, 1964	13, 46
United States v. American Federation of Musicians, 318 U.S. 741, affirming, 47 F. Supp. 304 (N.D. Ill.)	18
United States v. El Paso Natural Gas Co., 376 U.S. 651	41
United States v. Employing Plasters Ass'n, 347 U.S. 186	21
United States v. Forness, 125 F. 2d 928 (C.A. 2), cert. denied, 316 U.S. 694	42
United States v. Hod Carriers, 313 U.S. 539, affirming 37 F. Supp. 191 (N.D. Ill.)	18
United States Navigation Co. v. Cunard S.S. Co., 284 U.S. 570	32
United States v. Oregon State Medical Society, 343 U.S. 326	38, 39
United States v. P. & A. Ry. & Nav. Co., 228 U.S. 87	32
United States v. Philadelphia National Bank, 374 U.S. 321	33
United States v. Radio Corp. of Amer., 358 U.S. 334	33
United States v. Starlite Drive-In, 204 F. 2d 419 (C.A. 7)	38
United States v. United States Gypsum Co., 333 U.S. 394	40
United States v. West P.R.R. Co., 352 U.S. 59	32
United States v. Women's Sportswear Mfg. Ass'n, 336 U.S. 460	38
United States v. Yellow Cab Co., 338 U.S. 338	40
332 U.S. 218	39, 40

	Page
Walling v. General Industries Co., 330 U.S. 545	40
Weber v. Anheuser Busch, Inc., 348 U.S. 468	29, 30
White Motor Co. v. United States, 372 U.S. 253	37
Winchester Theater Co. v. Paramount Film Dist. Corp., 324 F. 2d 652 (C.A. 1)	25
Wooster Division of Borg-Warner Corp., 113 NLRB 1288, affirmed 356 U.S. 342	28

STATUTES:

28 U.S.C. § 1254(1)	2
Federal Rules of Civil Procedure Rule 52(a)	40
Clayton Act (38 Stat. 730, 15 U.S.C. § 12)	3
National Labor Relations Act (61 Stat. 136, 29 U.S.C. §151)	4, 26, 27, 28, 31, 32, 33
§ 8(a) (5)	27
§ 8(b) (3)	27
§ 8(d)	27
§ 9(a)	27
Norris-LaGuardia Act (47 Stat. 70, 29 U.S.C. § 101)	3, 23
Sherman Antitrust Act (26 Stat. 209, 15 U.S.C.) § 1, 2	3, 29, 38, 39

MISCELLANEOUS:

Cox, <i>Labor and The Anti-Trust Laws—A Preliminary Analysis</i> , 104 Penn. L. Rev. 252	23, 24
Daugherty, <i>Labor Problems in American Industry</i> , 202 (4th ed. 1938)	35
3 Davis, <i>Admin. Law Treatise</i> , § 19.01, p. 5, §19.05, p. 23	28, 32
Dodd, <i>The Supreme Court And Organized Labor</i> , 1941- 45, 58 Harv. L. Rev. 1018, 1051	24
Report of Atty. Gen. Natl. Comm. to Study the Anti- trust Laws, 36-42 (1955)	25
Turner, <i>The Definition of Agreement Under The Sher- man Act: Conscious Parallelism and Refusals to Deal</i> , 75 Harv. L. Rev. 655 (1962)	25
von Mehren, <i>The Antitrust Laws and Regulated Indus- tries: The Doctrine of Primary Jurisdiction</i> , 67 Harv. L. Rev. 929, 965-966 (1954)	29

IN THE
Supreme Court of the United States

OCTOBER TERM, 1963

No.

LOCAL UNIONS NOS. 189, 262, 320, 546, 547, 571 and 638,
AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN
OF NORTH AMERICA, AFL-CIO, et al., *Petitioners,*

v.

JEWEL TEA COMPANY, INC., *Respondent*

**PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS FOR THE
SEVENTH CIRCUIT**

Local Unions Nos. 189, 262, 320, 546, 547, 571 and 638,
Amalgamated Meat Cutters and Butcher Workmen of
North America, AFL-CIO, and their officers and repre-
sentatives named in the complaint (R. 14-15, 16-17, 69),
pray that a writ of certiorari issue to review the judgment
of the United States Court of Appeals for the Seventh
Circuit entered in the above-entitled case on April 27, 1963.

OPINIONS BELOW

The opinion of the Court of Appeals is not yet reported (*infra*, pp. 3a-11a). The opinion of the District Court appears in the record and is reported at 215 F. Supp. 839 (R. 661-678). The prior opinion of the Court of Appeals on the interlocutory appeal, affirming denial of the motion to dismiss the complaint, is reported at 274 F.2d 217, cert. denied, 361 U.S. 936 (*infra*, pp. 12a-22a). The initial opinion of the District Court, holding that the complaint was sufficient to withstand a motion to dismiss, appears in the record and is reported at 36 CCH Lab. Cas. ¶ 65,344 (R. 58-65)..

JURISDICTION

The judgment of the Court of Appeals was entered on April 27, 1964 (*infra*, p. 1a). The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

QUESTIONS PRESENTED

Collective bargaining agreements governing employment terms of meat departments in retail food stores in the Chicago area provide that market operating hours for the sale of fresh meat shall be from 9:00 A.M. to 6:00 P.M. Monday through Saturday. With variations as to the specific hours, regulation of market operating hours by collective bargaining agreement has existed in the Chicago area since 1919. The following questions are presented:

1. Based on the District Court's undisturbed finding that the limitation "was imposed after arm's length bargaining, . . . and was fashioned exclusively by the unions to serve their own interests—how long and what hours members shall work, what work they shall do, and what pay they shall receive" (R. 672), whether the limitation upon market operating hours and the controversy concerning it are within the labor exemption of the Sherman Antitrust Act.

2. Whether a claimed violation of the Sherman Antitrust Act which falls within the regulatory scope of the National Labor Relations Act is within the exclusive primary jurisdiction of the National Labor Relations Board.

3. Whether the limitation upon market operating hours, which has no anticompetitive purpose or effect and exists instead to fulfill the butchers' wish not to work at night, constitutes an unreasonable restraint of trade simply because some consumers prefer longer than 5½ hours during the week within which to buy fresh meat.

4. Based on the District Court's undisturbed finding that the limitation upon market operating hours has "no discernible effect" on the amount of meat purchased at retail within the Chicago area market (R. 676), whether the limitation is outside the purview of the Sherman Antitrust Act because it does not adversely affect the interstate inflow of meat into the Chicago area market.

5. Whether respondent was injured in its business or property by the limitation upon market operating hours, including the issue whether, as the District Court had explicitly withheld decision of this question, the Court of Appeals in the absence of initial determination by the District Court was authorized to act as *de novo* fact-finder and to state a bare conclusion without finding the facts specially.¹

6. Whether respondent is *in pari delicto* and therefore without standing to maintain the action.

STATUTES INVOLVED

The pertinent provisions of the Sherman Antitrust Act (26 Stat. 209, 15 U.S.C. § 1), the Clayton Act (38 Stat. 730, 15 U.S.C. § 12), the Norris-LaGuardia Act (47 Stat. 70, 29 U.S.C. § 101), and the National Labor Relations Act (61 Stat. 136, 29 U.S.C. § 151) are set forth in Appendix D, *infra*, pp. 23a-30a.

¹ This issue is also presented in questions 4 and 6.

STATEMENT

Collective bargaining agreements in the Chicago area governing the employment terms prevailing in the meat departments of food stores provide with respect to the retail sale of fresh meat that "Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above . . ." (pl. exs. 8, 9, § 5.1, pp. 15-16). With unimportant variations as to the specific closing time, regulation of market operating hours by collective bargaining agreement in the Chicago area originated in 1919, and in the precise form in which it presently exists, it has been in being since 1947 (R. 662-663).

The complaint filed by respondent Jewel Tea Company alleged that this regulation of market operating hours resulted from a conspiracy to violate sections 1 and 2 of the Sherman Antitrust Act entered into among Associated Food Retailers of Greater Chicago, its secretary and treasurer Charles H. Bromann, the seven meat cutter local unions, and certain of their named officers and representatives. More particularly, the claim was made that Associated, its members, and its secretary and treasurer conspired to eliminate competition in the sale of fresh meat after 6:00 P.M., by insistence that all collective bargaining agreements between food store operators and the unions within the Chicago area shall contain a provision limiting market operating hours from 9:00 A.M. to 6:00 P.M., Monday through Saturday, and that this conspiracy was aided and abetted by the unions, their members, and their officers and representatives as co-conspirators (R. 14-27).

At trial, upon conclusion of plaintiff's case, the District Court dismissed the complaint against Associated and Bromann for want of any evidence of conspiracy (R. 683-684, 658). Based on the view that "Jewel has sought relief from the defendant Unions apart from the theory of conspiracy," the District Court did not grant their contem-

poraneous motion to dismiss (R. 684, 662). At the conclusion of the whole case, "on the basis of the entire record" (R. 662), the District Court dismissed the complaint against the unions and their officers and representatives, holding alternatively that "the purport, history, and effect of the controverted provision indicates that it is within the labor exemption of the Sherman Act, . . . and that it imposed no 'unreasonable' restraint on trade" (R. 678). In addition, as part of its rationale that the regulation of market operating hours was reasonable, the District Court found that the evidence did not "in any way establish that less meat is consumed in this area, in proportion to population and income, because of the restriction, than in areas where fresh meat is sold at night. In fact, the objective statistics indicated that the restriction had no discernible effect" (R. 676). The District Court did not explicitly relate this finding to the unions' position that the limitation was outside the purview of the Sherman Act because it did not adversely affect the interstate inflow of meat into the Chicago area market. The District Court expressly withheld decision upon two issues, stating that since "there is no violation of the Sherman Act the court need not consider whether plaintiff sustained any injury to its business, or whether it was in *pari-delicto* with the defendant unions" (R. 678).

The Court of Appeals reversed. It did not disturb any findings of fact, noting that "there are no factual disputes revealed by the evidence," and "no question as to the credibility of any witnesses on any issue which we consider relevant . . ." (*infra*, p. 5a). It held that the determination of market operating hours was an inherent management function to be exercised exclusively by the proprietor, and that a collective bargaining agreement on the subject established, without more, forbidden concert among labor and non-labor groups in violation of the antitrust laws (*infra*, pp. 6a-8a, 10a-11a). It further held that the limitation was outside the rule of reason because

it did not promote competition (*infra*, pp. 8a-9a). In addition, without any particularization of reasons, the Court of Appeals held that respondent "has been injured in its business and property," and that the limitation exerted an "unlawful restraint on interstate commerce" (*infra*, p. 9a). It held, finally, that strike authorization voted by the union members, regardless of any other circumstances, established that respondent was not *in pari delicto* (*infra*, pp. 9a-10a). In the case of Associated and Bromann, the Court of Appeals reversed and remanded "for such further proceedings as may be consistent with this opinion"; in the case of the unions and their officers and representatives, the Court of Appeals reversed and remanded with directions "to enter a declaratory judgment and an injunction substantially as prayed in the complaint herein and to ascertain and award to plaintiff such monetary relief as may be appropriate under this court's opinion" (*infra*, p. 44a). In its prior decision on the first appeal, affirming denial of the motion to dismiss the complaint, the Court of Appeals had held that the controversy was not within the exclusive primary jurisdiction of the National Labor Relations Board (274 F.2d at 220-221, *infra*, pp. 16a-18a).

The decisions below pertaining to the applicability of the labor exemption and the rule of reason may be summarized as follows:

I. The Findings Of Fact And Conclusions Of Law Of The District Court

Respondent operates a chain of retail food stores in the Chicago area. Food stores in this area are also operated by other chains and by independent merchants. Associated Food Retailers is an employer association representing independent retail stores in collective bargaining, and its secretary and treasurer Charles H. Bromann is its spokesman. The seven local labor unions represent the meat cutters in the Chicago area employed in the meat departments of the food store operators. (B. 661, 664, 665, 667, 670.)

The collective bargaining agreements governing the employment terms in the meat departments in the Chicago area recognize the unions as the exclusive bargaining representatives of all employees in the meat department who process, wrap, handle and sell frozen and fresh meat on the employer's premises. With minor exceptions, the agreements require that the work entailed in the preparation and sale of meat, including the replenishment of stock and cleaning of counters, shall be performed exclusively by the meat department employees. The agreements provide that 8 hours shall constitute the basic work day, which shall begin no earlier than 8 A.M. and end no later than 6 P.M. They correlatively specify that "market operating hours shall be 9 A.M. to 6 P.M. Monday through Saturday," and that no customer shall be served who comes into the market before or after these hours. The contracts authorize the sale after 6 P.M. of certain products other than fresh meat. (R. 664.).

The limitation upon market operating hours originated as a result of the butchers' strike in 1919 in the Chicago area called to protest and reduce the then prevailing 81 hour, 7 day work week (R. 662, 671). The ensuing 1920 collective bargaining agreement governing meat department operation established limitations on working and marketing hours (R. 662). In the same article of that agreement, after first providing that "nine hours shall constitute the basic working day, hours shall be 8 A.M. to 6 P.M. excepting Saturdays and days preceding holidays beginning at 8 A.M. and quitting at 9 P.M.," it was next provided that "It is expressly understood that no customers will be served who come into the market after 6 P.M. and 9 P.M. on Saturdays and on days preceding holidays . . ." (R. 663). The hours established by the 1919 strike continued until 1937; in that and later years modifications of working hours and correlative marketing hours were made by collective bargaining agreement; in 1947 the closing hour, Monday through Saturday, was set at 6 P.M.,

and the time thus established has continued to the present (R. 663). As originally established, the limitation upon marketing hours "was inserted in the collective bargaining agreement in juxtaposition to, and as an implementation of, the Article specifying hours of work for butchers. In fact, through the years each change in hours of labor brought a corresponding change in market operating hours, until night work was finally eliminated in the Chicago area in 1947" (R. 672).

The contractual limitation upon marketing operating hours thus began "long before . . . [respondent] sold meat or Associated was organized" (R. 671). From the inception of respondent's operation of meat markets in the Chicago area in 1933, it entered into agreements with the unions containing these marketing hour restrictions, which were identical to agreements made with other meat market employers in the Chicago area (R. 663). Regulation of market operating hours by collective bargaining agreement is also in effect in other metropolitan areas (R. 664).

Market operating hours in the Chicago area was the subject of extensive negotiations in the course of collective bargaining eventuating in the agreements of 1957, 1959, and 1961 (R. 664-667). The method of bargaining pursued in these years, followed since 1941, was joint negotiation between an employer group and a union group (R. 664). Each group formulates its position independently (R. 664-665). The unions' demands are based on a preliminary survey of members, who are consulted in the course of negotiations and must ratify any agreement; the employers meet in advance of negotiations to explore their objectives, and caucus periodically to determine their bargaining position. (R. 665).

The proposals and counter-proposals made at the numerous meetings in the 1957 negotiations showed that the unions from the outset did not want night work; on their

part, the employers' demand for night operating hours was intertwined with the extension of working hours and the "flexible day," which meant starting later and working nights, as well as with various wage premiums "to sell" night work (R. 665). Associated Food Retailers joined the other employers in a proposal for Friday night operations, which explicitly called for extension of the work day on Friday to 9 P.M., and for the presence of a male employee on duty during these extended hours (R. 666). Associated's secretary and treasurer Bromann personally urged the unions' chief spokesman to accede to this proposal (*ibid.*). The unions refused to accept night operations (*ibid.*). The members of the largest local, by a secret ballot vote of 2,253 to 98, authorized a strike if necessary to avoid night operations (*ibid.*). The agreement which was reached in 1957 retained the existing limitation upon market operating hours (*ibid.*).

During the 1959 negotiations the union group was willing to bargain on night marketing hours (R. 666). However, in the absence of agreement upon a sufficient wage incentive, the limitation was retained in the contract which was consummated. (*ibid.*). In the 1961 negotiations, as in 1957 and 1959, the employer demands for night marketing operations were again intertwined with night working hours and wage incentives for night work (R. 666-667). As to the position of Associated Food Retailers in 1961, respondent itself observed that Associated did not oppose night work (R. 670). But the unions' opposition was steadfast throughout, as is manifest by a vote of respondent's meat cutters in October 1962 opposing night work by a 759 to 28 margin (R. 668; pl. exs. 11, 11A).

In resisting night operation, the unions' position is illuminated by the following circumstances: A self-service meat market cannot operate at night without employees on duty to rearrange and replenish stock in the counters, and to give customers necessary personal attention (R. 667).

672, 675). In most of respondent's stores outside the Chicago area, where night operations exist, meat cutters are on duty whenever a meat department is open after 6 P.M. (R. 667). In those self-service meat departments ostensibly operated without employees on duty after 6 P.M., requisite customer services in connection with meat sales is in fact performed by grocery clerks (R. 667). And respondent, outside the Chicago area, has extended meat department operation in a substantial number of its stores to 11 P.M., for six nights a week, and on Sundays (R. 667). Furthermore, within the Chicago area, the sale of delicatessen items after 6 P.M. from the self-service cases is by contract permissible provided that no employee shall handle or stock the cases after that hour; nevertheless, "practically" always during the time that the market is open after 6 P.M. the manager, or other employees, would be rearranging and restocking the delicatessen items in the cases (R. 667-668). Finally, even if it were practical to operate a self-service meat market after 6 P.M. without employees, night operations would add to the work load because of the labor required in getting the meats prepared for night sales and in putting the counters in order the next day (R. 668).

The District Court accordingly found that "Lifting the restriction on marketing hours would mean a return to longer hours and night work. This is evident from the face of the employer proposals, which included the 'flexible day,' night hours, and wage premiums 'to sell' night work, and from the practices of the trade, particularly in plaintiff's stores where night sales of fresh meat were authorized" (R. 672).

The District Court also addressed itself to the ostensible alternative that a self-service meat department could operate without any employees on duty after 6 P.M. The Court noted that "Only one proposal was ever made by . . . [respondent] in the course of the prolonged negotiations on all three contracts, which suggested night opera-

tions without butchers on duty, and that was submitted to the unions at the end of the day as negotiations were 'breaking up' on November 16, 1961" (R. 667), the last day of negotiations (R. 539-542). The Court observed that the unions "questioned the seriousness of that proposal under the circumstances" (R. 667). Even taking it at face value, the Court found that it "was contrary to the Union's self-interest. It meant that their work would be done by others unskilled in the trade, since the evidence showed that in stores where meat is sold at night it is impractical to operate without either butchers or other employees. Someone must arrange, replenish and clean the counters and supply customer services. In addition, that proposal would involve an increase in workload in preparing for the night work and cleaning the next morning" (R. 672).

The District Court therefore stated as its ultimate conclusion that (R. 672-673):

Thus, the unions' insistence on the retention of the marketing hour restriction was based on its desire to protect its right not to work at night, and to protect its work from being taken by others. Those facts and circumstances are inimical to plaintiff's theory that the unions insisted on the restriction as the tool of the employer group and at their behest. On the contrary, the evidence established that the restriction was imposed after arm's length bargaining, including an overwhelming strike vote against night work, and was fashioned exclusively by the unions to serve their own interests—how long and what hours members shall work, what work they shall do, and what pay they shall receive. These are not objects which the anti-trust laws proscribe. They are conditions of employment, and as such are clearly within the labor exemption of the Sherman Act.

The District Court alternatively observed that, the labor exemption aside, the legality of the limitation upon market operating hours "would then be adjudged as any other

contract between non-labor groups" (R. 675). As the limitation is not *per se* illegal, its validity depends on the application of the rule of reason (R. 675-676). The Court noted that there is "no evidence" that the limitation "destroyed competition among purveyors of fresh meat, created a monopoly, or adversely affected one purveyor more than another" (R. 676). Furthermore, the evidence did not "in any way establish that less meat is consumed in this area, in proportion to population and income, than in areas where fresh meat is sold at night. In fact, the objective statistics indicated that the restriction had no discernible effect" (R. 676). In addition, "the doubtful benefits of night operations to the industry" was evident from the fluctuating attitude of both the chains and independents during the course of the various contract negotiations" (R. 676-677). There is "no showing," moreover, that night "operations would result in economies or lower prices" (R. 677). Finally, the "only conceivable deleterious effect on the public from the restriction here is that those persons who find it more convenient to shop for meat at night are deprived of that convenience. However, the fact that some consumers would prefer longer than 54 hours during the week within which to buy fresh meat can hardly constitute the basis for holding a restriction on night hours to be an unreasonable restraint of trade" (R. 677). Accordingly, the Court concluded, the limitation upon market operating hours "imposed no 'unreasonable' restraint on trade" (R. 678).

II. The Decision Of The Court of Appeals

The Court of Appeals concluded that setting market operating hours was an exclusive managerial prerogative wholly outside the unions' rightful concern (*infra*, pp. 6a-8a). Contractual limitation of market operating hours was illegal even though the limitation "was imposed after arm's length bargaining . . ." (*infra*, p. 6a). The

requisite union abetment of non-labor groups united in a conspiracy to violate the antitrust laws was sufficiently established by an agreement secured by a union in consummation of ordinary collective bargaining negotiations (*infra*, pp. 10a-11a). According to the Court of Appeals, "whether it be called an agreement, a contract or a conspiracy, is immaterial" (*infra*, p. 11a). It rejects "defendants' contention that an agreement pertaining to market operating hours is exempt from the antitrust laws since it was entered into in the self-interest of the employees to attain or maintain conditions deemed by the union relevant to the employees' working welfare" (*infra*, p. 5a). And, the labor exemption aside, the limitation upon market operating hours is not within the rule of reason because it does not promote competition (*infra*, p. 8a).

REASONS FOR GRANTING THE WRIT

This case should be heard in conjunction with *United Mine Workers v. Pennington*, No. 927, October Term 1963, in which this Court granted certiorari on May 18, 1964. The decisions below in both cases amply demonstrate the need for a fresh canvas by this Court of the relationship of labor activity to the antitrust laws. Together the two cases afford a superior occasion for informed determination because of the opportunity presented to focus on a common problem through the separate perspective furnished by different but related individual situations. Enhanced insight into each case and the whole of the field would be provided by joint consideration.

Regulation of market operating hours by collective bargaining agreement is a subject which is itself intrinsically important. It has existed in the Chicago area for more than 44 years. In that area it presently covers a population of 6,220,913.² It applies to more than 1,500 stores

² United States Census of Population, 1960, United States Summary, p. 1-292.

(R. 670, 446-447, 606-608, def. ex. 8). The butchers benefiting from it number 8,215 (pl. ex. 1, R. 84-86, Tr. 149). As the District Court found, "Similar contract provisions, or with variants for a single night operation, are in operation in other metropolitan areas" (R. 664). Thus, regulation of market operating hours by collective bargaining agreement elsewhere throughout the country covers territories with a population of 3,717,208 (*infra*, pp. 31a-34a). Included are the major metropolitan areas of Cleveland, Seattle, and St. Paul (*infra*, pp. 31a, 32a, 34a). In Cleveland, the closing hour of 6:00 P.M., which has existed at least since 1945, applies to the entire store, and not to the meat department alone (*infra*, p. 31a).

I. The Question Pertaining To The Applicability Of The Labor Exemption

1. *The end served by the limitation:* As the District Court found, "the unions' insistence on the retention of the marketing hour restriction was based on its desire not to work at night, and to protect its work from being taken by others. . . . [T]he evidence established that the restriction was imposed after arm's length bargaining, including an overwhelming strike vote against night work, and was fashioned exclusively by the unions to serve their own interests—how long and what hours members shall work, what work they shall do, and what pay they shall receive" (R. 672). The court below would drain this determination of its relevance by its *ipse dixit* that the "rights of employees" on the question of hours is confined to "the number of hours per day that any one shall be required to work . . ." (*infra*, p. 7a). According to this thesis, while employees may insist that they shall not work longer than a particular number of hours during a day, they have no self protective interest in whether they shall work at night, through midnight or the dawn, on Sundays, or on holidays. The practical import is readily discernible from the 33 stores operated by respondent

outside the Chicago area, where no limitation upon market operating hours exists: two stores operate the meat department to 11:00 P.M., eight stores operate the meat department six nights per week to 9:00 P.M., Monday through Saturday, and seven stores operate the meat department on Sundays (R. 667; pl. ex. 13 n, o). Adoption of the view of the court below means that employees cannot protest working on week days to 11:00 P.M., working on Saturdays after 6:00 P.M., or working on Sundays. The court below disdains as an "emotionally" expressed appeal the position that "union butchers should be given an opportunity to be with their children on Friday evenings . . ." (*infra*, p. 9a). And, since the butchers cannot protest the parts of the day or the days of the week they shall work, it is difficult to understand by what logic the court below grants them the right to protest the number of required hours of work per day.

The court below justifies its conclusion upon the ground that the determination of the hours that a place of business shall be open is a managerial prerogative to be exercised exclusively by the proprietor. Its thinking can be gleaned from the phrases it employed to express this view: "responsibilities resting upon a proprietor," "proprietary functions," "the judgment of the owner of the business," "the prerogatives of the employer," his "inherent proprietary rights," the "proprietary function which an employer has the exclusive right to determine" (*infra*, pp. 6a-8a). The employees can have no say, therefore, in determining the parts of the day or the days of the week that they shall work because this would interfere with the employer's prerogative to decide for himself when his business shall be open. The essence of this view is that an operational decision by management must be given exclusive dominion notwithstanding its detrimental impact upon the working welfare of the employees.

This view is not new to the court below, and it has been expressly disapproved by this Court. *Railroad Telegra-*

phers v. Chicago and Northwestern R. Co., 362 U.S. 330, reversing, 264 F.2d 254 (C.A. 7). In the latter case the union contested the employer's decision to abandon or consolidate unnecessary railroad stations because it would adversely affect the employment of telegraphers. The court below held that the union's demand that no position "will be abolished except by agreement between the Carrier and the Organization" was outside the valid scope of bargainable issues. 264 F.2d at 256, 260. And this for the reason that the "proposed contract change in the case before us represents an attempt to usurp legitimate managerial prerogative in the exercise of business judgment with respect to the most economical and efficient conduct of its operations" (*id.* at 259). This earlier expressed monarchical concept of absolute managerial prerogative—highlighted in this case by the anachronistic advertence to the employer's role "as master in the master and servant relationship" (*infra*, p. 8a)—underpins the present decision as well.

But this Court disapproved. Addressing itself precisely to the claim of usurpation of managerial prerogative, and observing that at issue was "the union's effort to negotiate about the job security of its members," this Court stated that "We cannot agree with the Court of Appeals. . . . It is too late now to argue that employees can have no collective voice to influence railroads to act in a way that will preserve the interests of the employees as well as the interests of the railroad and the public at large." 362 U.S. at 336, 338.

In this case the District Court explicitly drew on this Court's decision in *Chicago and North Western* to support its conclusion. After quoting from this Court's opinion, the District Court explained that: "Under this rationale, since the record here shows that night meat sales, even in self-service markets, require as a matter of practical operation the services of either butchers or other employees, the unions' insistence on the restriction to

protect their work and job security, should be deemed a proper labor goal, and in no way a usurpation of managerial prerogative. Therefore, that decision further substantiates the conclusion that the marketing hour restriction here, in protecting butchers against night hours and loss of work is within the labor exemption of the Sherman Act" (R. 675). The contrary conclusion reached by the court below resurrects the theory that this Court interred.

The decision below is also incompatible with the determination of the National Labor Relations Board, approved by the Courts of Appeals for the Fifth and District of Columbia Circuits, that an employer is required to bargain with the representative of its employees concerning a decision to subcontract a business operation. *Town & Country Mfg. Co.*, 136 NLRB 1022, enforced, 316 F.2d 846 (C.A. 5); *Fibreboard Paper Products Corp.*, 138 NLRB 550, enforced 322 F.2d 411 (C.A.D.C.), cert. granted, 375 U.S. 963. The decision of the Board, like the decision of the District Court in this case, was strongly influenced by this Court's rationale in *Chicago and North Western*. 136 NLRB at 1028, n. 10; 138 NLRB at 552-553. The dissenting position before the Board, like the indistinguishable view of the Court of Appeals in this case, is based on the premise that whether to end or continue a business operation is "a managerial determination, and, therefore, a prerogative exercisable without negotiation" (136 NLRB at 1033). This Court has granted certiorari to settle the question. *Fibreboard Paper Products Corp. v. N.L.R.B.*, 375 U.S. 963. The cognate question presented in this case should similarly be heard at the same term to give the Court a well-rounded oversight of the entire picture.

The foreshortened view of the court below is also out of harmony with the basis of this Court's decision in *Los Angeles Meat and Provision Drivers Union v. United States*, 371 U.S. 150. Notwithstanding a stipulated violation of the antitrust laws, the Court carefully observed

that the redress it upheld against the offending union did not impair any interest the union had in "job or wage competition or economic interrelationship of any kind..." (*id.* at 103). "To believe that labor union interests may not properly extend beyond mere direct job and wage competition is to ignore not only economic and social realities so obvious as not to need mention, but also the graphic lessons of American labor union history." Concurring opinion, Mr. Justice Goldberg, *id.* at 104. The decision below was reached in total disregard of "job or wage competition or economic interrelationship of any kind..." It is similarly antagonistic to the tenor of *John Wiley & Sons v. Livingston*, 376 U.S. 543, 549: "The objectives of national labor policy, reflected in established principles of federal law, require that the rightful prerogative of owners independently to rearrange their businesses and even eliminate themselves as employers must be balanced by some protection to the employees from a sudden change in the employment relationship."

In short, regulation of market operating hours by collective bargaining agreement cannot be deprived of its labor attributes by invoking the talisman of "managerial prerogative." It is no different from, and no less within the ambit of collective bargaining than, a contest over the abandonment or consolidation of unnecessary railroad stations (*Railroad Telegraphers v. Ch. & N.W. R. Co.*, 362 U.S. 330); the sale and use of labor saving machinery (truck mixers) (*United States v. Hod Carriers*, 313 U.S. 539, affirming 37 F. Supp. 191 (N.D. Ill.)); the use of recorded music supplanting the services of live musicians (*United States v. American Federation of Musicians*, 318 U.S. 741, affirming, 47 F. Supp. 304 (N.D. Ill.)); in the ladies garment industry, "(1) Limitations on competition among contractors by restricting manufacturers' and jobbers' use of contractors, primarily through a contract-designation procedure, and by determining prices to be paid to contractors for their services, and (2) Restraints

on production by members of the employer associations, resulting from contract limitations on the opening of additional plants or the acquisition of interests in other concerns producing women's sportswear" (*California Sportswear & Dress Assn.*, 54 FTC 835); and contracting out a business operation in preference to its performance with the employer's own equipment (*Fibreboard Paper Products Corp.*, 138 NLRB 550, enforced, 322 F.2d 411 (C.A.D.C.), cert. granted, 375 U.S. 963; *Town & Country Mfg. Co.*, 136 NLRB 1022, enforced, 316 F.2d 846 (C.A. 5).

The decision below is a throwback to the days preceding the Norris-LaGuardia Act and that Act's infusion of the labor exemption to the antitrust laws with its contemporary meaning. "The committee reports on the Norris-LaGuardia Act reveal that many of the injunctions which were considered most objectionable by the Congress were based upon complaints charging conspiracies to violate the Sherman Anti-Trust Act." *Milk Wagon Drivers Union v. Lake Valley Farm Products*, 311 U.S. 91, 101. Furthermore, the plain basis for the decision below is the court's distaste for the absence of night marketing and the translation of that distaste into a declaration of illegality. The labor exemption was designed to extirpate such judicial fiat. A "union's exemption from the Sherman Act is not to be determined by a judicial judgment regarding the wisdom or unwisdom, the rightness or wrongness, the selfishness or unselfishness of the end of which the particular union activities are the means." *Allen Bradley Co. v. Local Union No. 3, IBEW*, 325 U.S. 797, 810-811.

2. *The means used to get and keep the limitation:* Independently of the end served by the regulation of market operating hours, the means used to get and keep the limitation place it within the labor exemption. To implicate a labor organization in a violation of the antitrust laws, settled law requires that the activity of the union be shown to be in aid of a combination of business men them-

selves engaged in a scheme violative of the antitrust laws. Absent union abetment of a conspiracy among business men, union activity is exempt from the Sherman Act. *Allen Bradley Co. v. Local Union No. 3, IBEW*, 325 U.S. 797, 801, 807, 808, 810.

Accordingly, in acknowledgement of settled law, to show a combination of business men united in an antitrust violation, the complaint alleged a mercantile conspiracy to suppress commercial competition in the sale of fresh meat after 6:00 P.M. among Associated Food Retailers, its members, and its secretary and treasurer; and to draw the unions into this orbit, the complaint averred that they abetted Associated's alleged scheme as co-conspirators (R. 23-24, ¶¶ 16(d), (e), (f), 18, 19, 20). But, as the District Court found, the alleged conspiracy "failed to withstand the 'crucible of trial'" (R. 670). The District Court dismissed the complaint against Associated and Bromann at the close of plaintiff's case because "the record was devoid of any evidence to support a finding of conspiracy" (R. 670, 683-684, 658). It found that, "realistically speaking, there is absent any evidence showing Bromann or Associated, or both, conspired with defendant Unions in forcing the restrictive clause upon Jewel" (R. 684). The lack of evidence of conspiracy at the close of plaintiff's case was confirmed by positive evidence disproving conspiracy at the close of all the evidence. The District Court found that (R. 670):

The record showed only that Bromann, on behalf of Associated, which represented some 1,000 individual and independent food stores, dealt with the unions at arm's length. At no time did he receive a direction to demand a 6 P.M. closing; nor did he make any such demand. On the contrary, Associated, through Bromann, joined in the all-employer offer of November 15, 1957, demanding the elimination of the restriction on night marketing; and specifically requested that change from the union representative at a sub-committee meeting. Even Vorbeck's letter of October 1, 1961, to his company [Jewel], stated that Associated

did not oppose night work, but that some opposition came from other chains. This fluctuating opposition by some employers to night operations because of their high cost is hardly tantamount to a conspiracy with the unions. Hence, any attempt to reassert that theory must fail.

As the District Court further found, "the marketing hour restriction originated as a result of the Union's strike against the 81 hour, 7 day work week in 1919, long before plaintiff sold meat or Associated was organized" (R. 671).

Since the unions could not be held as co-conspirators in a conspiracy which did not exist, the court below broke new ground. It held that the containment of the limitation upon market operating hours in a collective bargaining agreement which is the consummation of joint negotiations of itself establishes that it is the product of an illicit business men-union combination (*infra*, pp. 5a, 7a, 10a-11a).³ In a verbal miasma, the court below stated that "the unions, Associated Food Retailers and Bromann, its secretary, entered into a combination or agreement, which constituted a conspiracy"; it erroneously attributed to this Court the use of the words 'conspiracy' and 'contract' interchangeably;⁴ and it concluded that "Whether it be

³ The new theory is so gross a shift from the complaint that "elemental concepts of procedural due process" preclude its advancement. *N.L.R.B. v. H. E. Fletcher Co.*, 298 F. 2d 594, 601 (C.A. 1). If certiorari is granted, we reserve the right to argue this point.

⁴ Cited to support this conclusion, *United Brotherhood of Carpenters v. United States*, 330 U.S. 395, establishes the opposite, for it is explicitly premised on *Allen Bradley*, this Court stating that "Since these cases were taken the important question, of the applicability of the Sherman Act to a conspiracy between labor union and business groups has been decided by us. We held that such a conspiracy to restrain trade violated the Sherman Act" (*id.* at 400, emphasis supplied).

called an agreement, a contract or a conspiracy, is immaterial" (*infra*, p. 11a). Since the only identifiable element in this new theory is common participation in joint negotiations, its reach is not confined to Associated but engulfs all employers engaged in group bargaining. Its enormity is evident from the District Court's findings that the employer group and the union group each "formulates its position independently" (R. 664-665), and that the limitation upon market operating hours "was imposed after arm's length bargaining . . ." (R. 672). And the new theory destroys the labor exemption. For unions operate through agreements reached as a result of collective bargaining, and if that act suffices to establish forbidden concert with a non-labor group, immunity vanishes.

The nub of the problem was laid bare by this Court in *Allen Bradley*. It stated that (325 U.S. at 809):

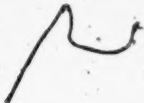
Employers and the union did here make bargaining agreements in which the employers agreed not to buy goods manufactured by companies which did not employ the members of Local No. 3. *We may assume that such an agreement standing alone would not have violated the Sherman Act. But it did not stand alone. It was but one element in a far larger program in which contractors and manufacturers united with one another to monopolize all the business in New York City, to bar all other business from that area, and to charge the public prices above the competitive level. [Emphasis supplied.]*

The court below negates this Court's assumption that a bargaining agreement, "standing alone," does not violate the Sherman Act. All others act on that assumption. But for the court below the prevailing view is that joint negotiations consummating in uniform collective bargaining agreements are not and do not evidence combinations of

business men leagued with a union engaged in conduct violative of the antitrust laws.⁵

The prevailing view is inherent and inevitable granting the premise of decision in *Allen Bradley*. If the regulation of market operating hours is invalid at all, it would be so only because it is the product of activity by the unions to aid and abet business men in violating the antitrust laws. Any injunction against bargaining for, or striking to obtain, the marketing provision would have to be confined to "when such activities are carried on in combination and conspiracy with non-labor groups," and would not extend to "any of said activities when said activities are not in combination with non-labor groups. . . ." *Allen Bradley v. Local Union No. 3, IBEW*, 164 F.2d 70, 75 (C.A. 2). This limitation of the injunction was required by the terms of this Court's remand in *Allen Bradley* ordering that the injunction be confined to "only those prohibited activities in which the union engaged in combination 'with any . . . non-labor group. . .'" 325 U.S. at 812. See also, *Schatte v. International Alliance*, 182 F.2d 158, 167 (C.A. 9), cert. denied, 340 U.S. 827; *Pevely Dairy Co. v. Milk Wagon Drivers Union Local 603*, 174 F. Supp. 229 (E.D. Mo. E.D.). Accordingly, under any circumstances, the antitrust laws leave the unions free, so long as they act independently of a non-labor group, to bargain and strike for the market operating hours provision. Any controversy concerning it would clearly be a labor dispute within the meaning of the Norris-LaGuardia Act (*Railroad Telegraphers v. Ch. & N.W. R. Co.*, 362 U.S. 330; *Aetna Freight Lines, Inc. v. Clayton*, 228 F.2d 385,

⁵ *California Sportswear & Dress Association, Inc.*, 54 FTC 835, 885-886; *Meier & Pohlman Furniture Co. v. Gibbons*, 233 F. 2d 296, 302 (C.A. 8), cert. denied, 352 U.S. 879; *Adams Dairy Co. v. St. Louis Dairy Co.*, 260 F. 2d 46, 49 (C.A. 8); *Rossi v. McCloskey & Co.*, 149 F. Supp. 639, 640 (D.C.E.D. Pa.); *Cox, Labor and The Anti-Trust Laws—A Preliminary Analysis*, 104 Penn. L. Rev. 252, 271.



386-387 (C.A. 2), cert. denied, 351 U.S. 950), and the strike would hence not be enjoined (*Hunt v. Crumboch*, 325 U.S. 821, 824). It would be stultifying to say that a provision for which a union may strike may not validly be incorporated in a collective bargaining agreement in lieu or settlement of the strike.⁶

The gross shift from settled law indulged by the court below is further apparent from its direction to the District Court to enter "an injunction substantially as prayed in the complaint herein . . ." (*infra*, p. 11a). Paragraph 3 of the prayer would enjoin enforcement of any limitation upon market operating hours, and paragraph 4 would enjoin any strike or picketing "for the purpose of restricting plaintiff's hours of operation," with no qualification that the prohibition be confined to activity in concert with a non-labor group (R. 27). This blanket restraint is directly contrary to this Court's express edict in *Allen Bradley*.

Quoting from *Interstate Circuit v. United States*, 306 U.S. 208, 227, the court below invokes the doctrine of "conscious parallelism" to support its conclusion (*infra*, p. 10a). There is, first, no factual predicate for application of the doctrine. For the short of it is that while all employers, including Associated, entered into the agreement, none of the employers, including Associated, did so in any wise for reasons which paralleled the unions, but indeed actively sought to dissuade the unions from their position. This aside, the court below mistakes the import of parallel action. This Court, as it has explained, "has never held that proof of parallel business behavior conclusively establishes agreement or, phrased differently, that such behavior itself constitutes a Sherman Act offense"; "'conscious parallelism' has not yet read con-

⁶ Cox, *Labor and The Antitrust Laws—A Preliminary Analysis*, 104 Penn. L. Rev. 252, 271; Dodd, *The Supreme Court And Organized Labor, 1944-45*, 58 Harv. L. Rev. 1018, 1051.

spiracy out of the Sherman Act entirely." *Theatre Enterprises, Inc. v. Paramount Film Distributing Corp.*, 346 U.S. 537, 541. Following this Court's lead other courts of appeals in non-labor contexts have held, in conflict with the court below, that concert is not inferable from parallel action based on independent decision.⁷ In this case, based on the findings that the employer group and the union group each "formulates its position independently" (R. 664-665) and that agreement was reached "after arm's length bargaining" (R. 672), it mocks the meaning of "conscious parallelism" to infer illicit concert.

The bankruptcy of the position below is finally shown by the court's statement that Associated and the unions interposed a "common defense" to the conspiracy charge (*infra*, p. 11a). A joint plea by persons that they are not conspirators can hardly be traduced into proof that they are. Especially is this so when all that is relied upon is "Associated's motion," granted by the court below, that "the Unions' brief stand as the brief of Associated and Bromann, its secretary" (*infra*, p. 11a, n. 5). The court below neglects to mention that in consenting to the grant of the motion the unions were at pains to state that "appellees in No. 14196 [the unions] wish it to be clearly and distinctly understood that their attorneys do not represent appellees in No. 14119 [Associated and Bromann], that the brief for appellees in No. 14196 is not being prepared in cooperation or consultation with appellees in No. 14119 or the latter's attorneys, and that appellees in No.

⁷ *Winchester Theater Co. v. Paramount Film Dist. Corp.*, 324 F. 2d 652, 653-654 (C.A. 1); *Independent Iron Works v. United States Steel Corp.*, 322 F. 2d 656, 661 (C.A. 9); *Gold Fuel Service v. Esso Standard Oil Co.*, 306 F. 2d 61, 64 (C.A. 3); *Delaware Valley Marine Supply Co. v. American Tobacco Co.*, 297 F. 2d 199, 202-203 (C.A. 3), cert. denied, 369 U.S. 839. See also, Report of Atty. Gen. Natl. Comm. to Study the Antitrust Laws, 36-42 (1955); Turner, *The Definition of Agreement Under The Sherman Act: Conscious Parallelism and Refusals to Deal*, 75 Harv L. Rev. 655 (1962).

14196 are in no wise associated with appellees in No. 14119 in the conduct of this litigation." It is a measure of the approach of the court below that it recites the motion but not the contents of the consent. But it would make no difference even if there were thorough concert in presenting a common defense. The "Sherman Act does not prohibit two or more persons from associating together in an attempt to persuade the legislature or the executive to take particular action. . . ." *Eastern Railroad Presidents Conference v. Noerr Motor Freight*, 375 U.S. 127, 136. Nor, we add, the judiciary.

II. The Question Pertaining To The Exclusive Primary Jurisdiction Of The National Labor Relations Board

Based on its determination that regulation of market operating hours is designed to serve labor's interests in "how long and what hours members shall work, what work they shall do, and what pay they shall receive," the District Court concluded that it is part of "conditions of employment . . ." (R. 672-673). Based on its determination that setting market operating hours is an exclusive managerial prerogative, the Court of Appeals concluded that it "is not a condition of employment, contrary to the district court's finding" (*infra*, p. 7a). The question presented is whether either determination is within judicial competence or whether resolution of the issue lies instead within the exclusive primary jurisdiction of the National Labor Relations Board because it falls within the regulatory scope of the National Labor Relations Act.⁸

⁸ On the first appeal the court below held that the subject was not within the exclusive primary jurisdiction of the Board. 274 F. 2d at 220-221, *infra*, pp. 16a-18a. Questions decided on the first appeal are of course preserved for determination by this Court on its review following the second appeal. *Mercer v. Theriot*, 32 U.S. Law Week 4386 (S. Ct., May 4, 1964). Petitioners explicitly reserved the question on the second appeal, stating to the court below that "In view of . . . [its] prior decision on the first appeal, we do not in this brief argue, but we do not waive, our

Collective bargaining "in respect of rates of pay, wages, hours of employment, or other conditions of employment" is mandatory. NLRA, §§ 9(a), 8(d), 8(a)(5), 8(b)(3), 7. Negotiation of market operating hours is therefore obligatory because of its integral relationship to these subjects. The content of the bargain is left to the parties subject only to the requirement that they treat with each other in good faith. Accordingly, whether an agreement should regulate market operating hours "is an issue for determination across the bargaining table" (*N.L.R.B. v. American National Ins. Co.*, 343 U.S. 395, 409); "... Congress intended that the parties should have wide latitude in their negotiations, unrestricted by any governmental power to regulate the substantive solution of their differences" (*N.L.R.B. v. Insurance Agents' International Union*, 361 U.S. 477, 488).⁹ And to secure accord part of the means protected by the National Labor Relations Act is the right to strike on the union's part and the exertion of countervailing economic pressure on the employer's side.¹⁰

In end and means, therefore, the subject of market operating hours is within the protected ambit of the National Labor Relations Act. If not, it is then necessarily within the rubric of activity prohibited by that Act. The unions have insisted in collective bargaining upon the limitation on market operating hours. To insist upon a non-mandatory subject is to refuse to bargain, for "it is lawful to insist upon matters within the scope of mandatory

position that the controversy is within the exclusive regulatory scope of the National Labor Relations Act and hence outside the jurisdiction of the District Court" (p. 53, n. 13). The question is in any event jurisdictional and therefore can be raised at any time in the course of the proceeding.

⁹ See also, Local 24, *Teamsters v. Oliver*, 358 U.S. 283, 295; *Terminal R.R. Assn. v. Railroad Trainmen*, 318 U.S. 1, 6.

¹⁰ *Division 1287, Amalgamated Association v. Missouri*, 374 U.S. 74; *N.L.R.B. v. Insurance Agents' International Union*, 361 U.S. 477, 489; *N.L.R.B. v. Lion Oil Co.*, 352 U.S. 282, 291.

bargaining and unlawful to insist upon matters without . . ." *N.L.R.B. v. Wooster Division of Borg-Warner Corp.*, 356 U.S. 342, 349 (emphasis supplied). The NLRB order which ensues would require cessation from that insistence (*Wooster Division of Borg-Warner Corp.*, 113 NLRB 1288, 1297, affirmed, 356 U.S. 342), as well as from auxiliary conduct like strikes designed to effectuate it (*International Longshoremen's Association*, 118 NLRB 1481, 1483, remanded, 277 F.2d 681 (C.A.D.C.); see also, *Local 164, Brotherhood of Painters*, 136 NLRB 997, 1001-03, enforced, 293 F.2d 133 (C.A.D.C.), cert. denied, 368 U.S. 824).

One way or the other, therefore, the controversy can be conclusively determined by the Board, either to validate or illegalize the union's conduct, and effectively to stop it if illegal. And the bedrock determination whether market operating hours is a mandatory or permissive subject of collective bargaining necessarily belongs initially to the Board. The court below directs entry of an injunction substantially as prayed in the complaint (*infra*, p. 11a). The complaint requests that "the restriction on hours . . . be declared illegal, null and void, and that defendants be enjoined from enforcing said restriction in [the collective bargaining agreements] . . . or any other rule, contract, or restriction having a similar effect or purpose" (R. 27). Were the Board to find that marketing hours is a mandatory subject of negotiation, it would require petitioners and respondent to bargain with each other on the subject should either refuse to do so. Thus the District Court is instructed to enjoin as a violation of the Sherman Act what the Board may compel as a duty under the National Labor Relations Act. This is an impossibility. A principal function of the doctrine of primary jurisdiction is to avoid just such "uncoordinated and conflicting requirements." 3 Davis, Admin. Law Treatise, § 19.01, p. 5 (1958). "Otherwise, we might have the spectacle of courts throughout the country enjoining practices as violations of the anti-trust laws even though the agency specifically authorized

to deal with them has determined or may decide, subject to judicial review, that such practices serve the interests" of the regulatory policy committed to the agency's administration. *S. S. W., Inc. v. Air Transport Ass'n of America*, 191 F.2d 658, 663 (C.A.D.C.). See also, von Mehren, *The Antitrust Laws and Regulated Industries: The Doctrine of Primary Jurisdiction*, 67 Harv. L. Rev. 929, 965-966 (1954).

Avoidance of such collision is the commanding reason underlying preemption of state action in favor of adjudication by the Board and it applies in the present context as well. Had the instant complaint been filed in a state court alleging a violation of a state antitrust statute, dismissal of the complaint in deference to the exclusive jurisdiction of the Board would be required. This is the teaching of this Court's decisions in *San Diego Building Trades Council v. Garmon*, 359 U.S. 236, and *Local 24, International Brotherhood of Teamsters v. Oliver*, 358 U.S. 283. *Garmon* teaches that where activity is *arguably* subject to the protection of Section 7 or the prohibition of Section 8 of the National Labor Relations Act, exclusive competence to decide the question resides with the National Labor Relations Board.¹¹ *Oliver* teaches that state prohibition is excluded "even though that with which the federal law is concerned as a matter of labor relations be related by the State to the more inclusive area of restraint of trade" (358 U.S. at 297).¹²

The rationale which requires a state court to defer to the jurisdiction of the Board applies equally to a federal court. *Garmon* itself states that "When an activity is arguably subject to § 7 or § 8 of the Act, the States as well as

¹¹ See also, *Local 20, Teamsters v. Morton*, 32 U.S. Law Week 4405 (S. Ct., May 25, 1964); *Local 100, United Association v. Borden*, 373 U.S. 690; *Local 207, Bridge Workers v. Perko*, 373 U.S. 701; *MEBA v. Interlake Steamship Co.*, 370 U.S. 173.

¹² See also, *Weber v. Anheuser Busch, Inc.*, 348 U.S. 468, 472-473, 479, 481.

the federal courts must defer to the exclusive competence of the National Labor Relations Board . . ." (359 U.S. at 245, emphasis supplied). This has long been settled; indeed, the original displacement of the state courts was based on the fact that not even a federal court could act. "The same reasoning which prohibits federal courts from intervening in such cases, except by way of review or on application of the federal Board, precludes state courts from doing so: . . . And the reasons for excluding state administrative bodies from assuming control of matters expressly placed within the competence of the federal Board also exclude state courts from like action." *Garner v. Teamsters Union*, 346 U.S. 485, 491. See also, *Weber v. Anheuser Busch, Inc.*, 348 U.S. 468, 479 and n. 8; *Actua Freight Lines, Inc. v. Clayton*, 228 F. 2d 385, 389 (C.A. 2), cert. denied, 351 U.S. 950. For action by a federal court, no less than by any other tribunal, creates "potential conflict of two law-enforcing authorities, with the disharmonies inherent in two systems, . . . of inconsistent standards of substantive law and differing remedial schemes" (359 U.S. at 242).

Nor does it make a difference that the source of law invoked in the federal court is the Sherman Antitrust Act. The provision of the collective bargaining agreement at issue in *Oliver* pertained to minimum equipment rental of leased vehicles. The Court found the provision to be a mandatory subject of collective bargaining because it was designed to maintain the "basic wage structure established by the collective bargaining agreement" and to prevent "progressive curtailment of jobs" (358 U.S. at 293-294). While the provision in *Oliver* was attacked via state antitrust law, whereas the provision here is attacked via federal antitrust law, the difference in the source of the attack cannot alter the containment of the subject within the scope of mandatory collective bargaining. Whether it is within this scope depends solely upon whether it "is a subject within the phrase 'wages, hours, and other terms and conditions of employment' which defines mandatory

bargaining." *National Labor Relations Board v. Wooster Division of Borg-Warner Corp.*, 356 U.S. 342, 349. It is evident that the minimum equipment rental provision in *Oliver* would not be any less a subject of mandatory collective bargaining had the suit been instituted in a federal district court based on the federal antitrust laws rather than in an Ohio court based on the state antitrust laws. And the same must be true of the marketing provision in this case.

To be sure, in *Oliver*, the Court stated that "federal law sets some outside limits (not contended to be exceeded here) on what their [the union's and employer's] agreement may provide, see *Allen Bradley Co. v. Local Union*, 325 U.S. 797; cf. *United States v. Employing Plasterers Ass'n.*, 347 U.S. 186, 190." 358 U.S. at 296. But the condemned aspects of the agreements in *Allen Bradley and Plasterers* pertained to compacts among business men to exclude competitors from the market. These were trade restraints effectuated by a combination of business men, aided by a union, in which the activity did not directly serve a collective bargaining objective and was related to wages and work *only* in the sense that the greater profits realized because of the activity enabled the employers to pay better wages and provide more work. The National Labor Relations Act does not require bargaining on a proposal to exclude competitors from the market or to fix prices on the theory that diminution in competition will make the companies more prosperous and thus enable them to increase wages. But in this case, as in *Oliver*, the agreement pertains directly to a collective bargaining subject, and here, as there, the National Labor Relations Act controls. At the least the subject of the agreement is surely arguably within the regulatory scope of the National Labor Relations Act and hence the National Labor Relations Board alone is empowered to determine the question in the first instance. Prior resort to the Board is especially appropriate because the Sherman "Act is aimed primarily at combinations having commercial objectives and is ap-

plied only to a very limited extent to organizations, like labor unions, which normally have other objectives.” *Klor’s, Inc. v. Broadway-Hale Stores, Inc.*, 359 U.S. 207, 212, n. 7.

The principles underlying the preemption of state action thus control here as well. As has been observed, “even though the thinking about” preemption in the context of the National Labor Relations Act “has focused upon the problem of federalism, the problem still continues to be one of primary jurisdiction. When relief is sought in a federal court instead of in a state court, the problem of whether the court should defer to the Board is much the same.” 3 Davis, *Admin. Law Treatise*, § 19.05, p. 23 (1958). “The principal reason behind the doctrine [of primary jurisdiction] is recognition of the need for orderly and sensible coordination of the work of agencies and of courts.” *Id.* at 5. “. . . [B]efore the particular agency has defined the particular regulatory policy in the particular case, the courts are not well equipped to make initial decisions involving accommodation of the antitrust policy to the regulatory policy.” *Id.* at 25. And so, “A court should not act without knowing the agency’s specific regulatory policy with respect to the particular problem in the particular circumstances.” *Id.* at 27.

For a court to decline or defer jurisdiction over an alleged antitrust violation in favor of an agency’s determination of interrelated cognate questions falling within the purview of a regulatory statute is of course not new doctrine. Recourse to the agency has been required under the Interstate Commerce Act,¹³ the Shipping Act,¹⁴ the

¹³ *United States v. P. & A. Ry. & Nav. Co.*, 228 U.S. 87, 106-108; *Keogh v. Chi. & N.W. Ry. Co.*, 260 U.S. 156; cf., *United States v. St. P.R.R. Co.*, 352 U.S. 59.

¹⁴ *United States Navigation Co. v. Cunard S.S. Co.*, 284 U.S. 570; *Far East Conference v. United States*, 342 U.S. 570; cf., *Federal Maritime Board v. Isbrandtsen Co.*, 356 U.S. 481, 496-500.

Packers and Stockyards Act,¹⁵ and the Civil Aeronautics Act.¹⁶ This Court has stressed the applicability of the doctrine of primary jurisdiction to situations in which "administrative uniformity" and "administrative experience" were requisite.¹⁷ "That doctrine requires judicial abstention in cases where protection of the integrity of a regulatory scheme dictates preliminary resort to the agency which administers the scheme."¹⁸ These considerations are decisive here. Under the National Labor Relations Act, "Congress has expressed its judgment in favor of uniformity" (*Guss v. Utah Labor Relations Board*, 363 U.S. 1, 10-11), and the "unifying consideration" of this Court's "decisions has been regard to the fact that Congress has entrusted administration of the labor policy for the Nation to a centralized administrative agency, armed with its own procedures, and equipped with its specialized knowledge and cumulative experience" (*San Diego Building Trades Council v. Garmon*, 359 U.S. 236, 242). Whether the doctrine of primary jurisdiction should apply to claimed violations of the Sherman Antitrust Act which are arguably within the regulatory scope of the National Labor Relations Act is a question of fundamental importance which this Court should decide.

III. The Question Pertaining To The Rule Of Reason

The labor exemption aside, the District Court alternatively concluded that the limitation upon market operating hours "imposed no 'unreasonable' restraint on trade" (R. 678). In reaching this conclusion the District Court relied explicitly on this Court's decision in *Board of Trade v.*

¹⁵ *McCleneghan v. Union Stock Yards Co.*, 298 F. 2d 659 (C.A. 8).

¹⁶ *Pan American World Airways v. United States*, 371 U.S. 296; *S.S.W., Inc. v. Air Transport Ass'n of America*, 191 F. 2d 658 (C.A.D.C.).

¹⁷ *United States v. Radio Corp. of Amer.*, 358 U.S. 334, 347-348.

¹⁸ *United States v. Philadelphia National Bank*, 374 U.S. 321, 353.

United States, 246 U.S. 231, stating that this Court had held "that a limitation on operating hours imposed by a trade organization was reasonable and did not offend the Sherman Act" (R. 677). The court below, on the contrary, determined that reliance on *Board of Trade* was "not justified" (*infra*, p. 9a). But it was the court below which mistook the meaning of *Board of Trade* and reached a result in conflict with it.

This Court upheld a rule of the Chicago Board of Trade prohibiting members who bought after the close of business from making such purchases at any price other than the closing bid at the Exchange's "call" session. Thus, unlike the instant limitation, the Board of Trade rule did fix price. Nevertheless, the Court treated the rule, not as a species of price-fixing, but as a regulation of the hours of trading, the effect of which was, not to diminish competition in the class of transactions involved, but to bring the class of transactions into the regular and fully competitive sessions held usually from 9:30 a.m. to 2:00 p.m. Said the Court (246 U.S. at 241):

Every board of trade and nearly every trade organization imposes some restraint upon the conduct of business by its members. Those relating to the hours in which business may be done are common; and they make a special appeal where, as here, they tend to shorten the working day, or, at least, limit the period of most exacting activity.

This conclusion has vivid relevance in sustaining the marketing provision in this case. The limitation of marketing hours from 9:00 a.m. to 6:00 p.m. in the sale of fresh meat relates precisely "to the hours in which business may be done"; it has the very characteristic which imbues it with "special appeal"; for its very purpose is "to shorten the working day, or at least, limit the period of most exacting activity." It exists now, as it has for 44 years, to fulfill the wish of butchers in the Chicago area not to work at night. It "affords time for happy, normal

family life and social contacts with other families and friends." Daugherty, *Labor Problems in American Industry*, 202 (4th ed. 1938).

The good accomplished by limitation of marketing hours is not overbalanced by any harm which antitrust regulation is designed to overcome. As the District Court found (R. 676-677): (1) "There is no evidence . . . that it in any way destroyed competition among purveyors of fresh meat, created a monopoly, or adversely affected one purveyor more than another"; (2) "Nor did the evidence in any way establish that less meat is consumed in this area, in proportion to population and income, because of the restriction, than in areas where fresh meat is sold at night. In fact, the objective statistics indicated that the restriction had no discernible effect"; (3) "Furthermore, the doubtful benefits of night operations to the industry was evident from the fluctuating attitude of both the chains and independents during the course of the various contract negotiations"; (4) In addition, there is "no showing" that night "operations would result in economies or lower prices"; (5) Finally, "The only conceivable deleterious effect on the public from the restriction here is that those persons who find it more convenient to shop for meat at night are deprived of that convenience. However, the fact that some consumers would prefer longer than 54 hours during the week within which to buy fresh meat can hardly constitute the basis for holding a restriction on night hours to be an unreasonable restraint of trade."

None of this counts, according to the court below, because there is "no evidence" that the limitation "promotes competition" (*infra*, p. 8a, emphasis in original). This is a novel test. *Per se* violations aside, the governing rule is that only those restraints are invalid which are "unreasonably restrictive of competitive conditions. . . ." *Standard Oil Co. v. United States*, 221 U.S. 1, 58. A restraint which does not promote competition is not for that reason

"unreasonably restrictive." The unarticulated means by which the court below reached its contrary conclusion is by snipping a participial phrase from this Court's statement of the test in *Board of Trade*: "The true test of legality is whether the restraint imposed is such as merely regulates and *perhaps thereby promotes* competition, or whether it is such as may suppress or even destroy competition" (246 U.S. at 238, emphasis supplied). The guarded phrase "*perhaps thereby promotes competition*," stated as a possible consequence of valid regulation, is erroneously transposed by the court below into the controlling test. It is perfectly clear, however, that the difference is between valid regulation of competition, on the one hand, and illicit suppression or destruction of competition, on the other. A restraint which regulates but does not "*perhaps thereby*" promote competition does not suppress or destroy it.

The court below states that "the effects of the restriction are wholly negative and destructive of competition" (*infra*, p. 8a). But there is no basis for this statement except the court's overriding assumption that, because no trade can take place during the time that a business does not operate, a rule which brings that result about is for that reason alone competition-suppressing in the antitrust sense. But limited cessation of trade is the inherent consequence of any hours-of-trading rule. To invalidate the rule in reliance upon its intrinsic character, is to convert it into a *per se* violation which it is clearly not. "The mere fact that the parties to an agreement eliminate competition between themselves is not enough to condemn it. 'The legality of an agreement or regulation cannot be determined by so simple a test as to whether it restrains competition. Every agreement concerning trade, every regulation of trade, restrains.' *Chicago Board of Trade v. United States*, *supra* [246 U.S. 231, 238]." *Appalachian Coals Inc. v. United States*, 288 U.S. 344, 360-361.

Nor is it relevant to the validity of the marketing provision that some consumers may be inconvenienced by the

absence of night shopping. In the nature of any regulation of the hours of trade there would be some consumers who would be inconvenienced by it. But a choice in favor of not working at night, as against the wish of some consumers to shop at night, is not suppression of competition in restraint of commercial rivalry.

The court below would finally sap the relevance of *Board of Trade* by limiting it to "the problems of a specialized commodity exchange . . ." (*infra*, p. 8a). This is an odd diminution of what this Court described as a "commercial center through which most of the trading in grain is done" in "the leading grain market in the world" (246 U.S. at 235). No less queer is the ascription by the court below of lesser scope to the world grain market than to "a widespread retail marketing area" (*infra*, p. 9a). Beyond that, the surest way of missing the meaning of a case is by identifying pointless differences. *Board of Trade* stands for a tenet which transcends its immediate facts. Its continuing vitality is manifest. *White Motor Co. v. United States*, 372 U.S. 253. Its reach cannot be eluded by attempting "to shrivel" it from "a versatile principle to an illustrative application."¹⁰

The root reason for the decision below is dislike for the absence of night shopping. To that dislike the District Court gave the short and complete answer: "Although the courts are, and should be, responsive to public convenience, they cannot invoke the Sherman Act as a 'catch-all' remedy for any dissatisfactions with labor or business operations" (R. 677).

IV. The Question Pertaining To The Restraint Of Interstate Commerce

To be illegal within the meaning of the Sherman Antitrust Act, the alleged contract, combination, or conspiracy must be "in restraint of trade or commerce among the

¹⁰ *Phelps Dodge Corp. v. N.L.R.B.*, 313 U.S. 177, 189.

several States . . ." (15 U.S.C. § 1, emphasis supplied). With no explanation of any kind, the court below held that an "unlawful restraint on interstate commerce" existed (*infra*, p. 9a). This holding is in irreconcilable conflict with the controlling legal standard in the light of the District Court's dispositive finding that the evidence does not "in any way establish that less meat is consumed in this area, in proportion to population and income, because of the restriction, than in areas where fresh meat is sold at night. In fact, the objective statistics indicated that the restriction had no discernible effect" (R. 676).

If there is "no restraint of interstate commerce, the conduct charged does not fall within the prohibitions of the Sherman Act." *United States v. Oregon State Medical Society*, 343 U.S. 326, 338. The Act is indifferent to a restraint "arising in the course of intrastate or local activities" if it does not have an "actual or threatened effect upon interstate commerce . . ." *Mandeville Island Farms, Inc. v. American Crystal Sugar Co.*, 334 U.S. 219, 234. Conversely, "if it is interstate commerce that feels the pinch, it does not matter how local the operation which applies the squeeze." *United States v. Women's Sportswear Mfg. Ass'n*, 336 U.S. 460, 464. But it must be interstate commerce that feels the pinch. A local restraint of a product is not within the Sherman Act simply because the product had an extra-state origin.²⁰ "The test of jur-

²⁰ *Page v. Work*, 290 F. 2d 323, 330-332 (C.A. 9); *Elizabeth Hospital v. Richardson*, 269 F. 2d 167, 170 (C.A. 8), cert. denied, 361 U.S. 884; *United States v. Starlite Drive-In*, 204 F. 2d 419, 421-422 (C.A. 7); *Fedderson Motors v. Ward*, 180 F. 2d 519 (C.A. 10); *Shotkin v. General Electric Co.*, 171 F. 2d 236 (C.A. 10); *Hunt v. Crumboch*, 143 F. 2d 903 (C.A. 3), aff'd., 325 U.S. 821; *Schwing Motor Co. v. Hudson Sales Corp.*, 138 F. Supp. 899, 904-905 (D.Md.), aff'd., 239 F. 2d 176 (C.A. 4), cert. denied, 355 U.S. 823; *Brenner v. Texas Co.*, 140 F. Supp. 240, 243 (N.D.Cal.); *Northern Cal. Mon. Dealers Ass'n v. Interment Ass'n of Calif.*, 126 F. Supp. 93, 95 (D.Cal.); *Quality Limestone Products, Inc. v. Drivers Local 695*, 50 LRRM 2783, 2784 (E.D. Wis., July 19, 1962).

isdiction is not that the acts complained of affect a business engaged in interstate commerce, but that the conduct complained of affects the interstate commerce of such business." *Page v. Work*, 290 F. 2d 323, 330 (C.A. 9). And "the effect on interstate commerce of an alleged anti-trust violation in a local area must be direct and substantial, and not merely inconsequential, remote or fortuitous." *Id.* at 332.

Application of this settled standard requires the conclusion that the limitation upon market operating hours is outside the purview of the Sherman Act. Respondent buys out-of-state the carcass of heifers of 600-pound weight; the meat arrives at the meat department of the food stores "basically in sides of beef, which is a half of an animal, or in the forequarter, or hind quarter of beef"; the butchers in the meat department cut the meat into sizes and kinds suitable for retail trade (R. 160, 162-163). The critical question which exists is, not whether the carcass has an extra-state origin, but how is its interstate inflow into the Chicago area market "adversely affected."²¹ by the contractual limitation upon retail marketing hours. The retail sale of meat over a counter is purely local intrastate activity.²² The restraint, if any, must operate, if at all, at that retail level of distribution. The specific question, therefore, is whether the 9:00 a.m. to 6:00 p.m. limitation upon retail marketing hours in the sale of fresh meat diminishes the interstate inflow of meat into the Chicago area market. It is upon this vital element that the District

²¹ *United States v. Oregon State Medical Society*, 343 U.S. 326, 338.

²² *Hotel Phillips v. Journeymen Barbers*, 301 F.2d 443 (C.A. 8) (barber shops); *Page v. Work*, 290 F. 2d 323 (C.A. 9) (legal advertisement in newspapers); *Elizabeth Hospital v. Richardson*, 269 F. 2d 167 (C.A. 8), cert. denied, 361 U.S. 884 (hospital); *United States v. Yellow Cab Co.*, 332 U.S. 218 (city taxi service); *Spencer v. Sun Oil Co.*, 94 F. Supp. 408, 411 (D. Conn.) (gasoline station).

Court's undisturbed finding is dispositive. It found that there is no evidence that "less meat is consumed in this area," but that, on the contrary, the "objective statistics indicated that the restriction had no discernible effect" (R. 676). The holding of the court below is therefore in conflict with the controlling legal standard that a restraint of "general local service, without more, is not proscribed by the Sherman Act." *United States v. Yellow Cab Co.*, 332 U.S. 218, 233.

V. The Question Pertaining To Injury To Business Or Property

In view of its determination that "there is no violation of the Sherman Act," the District Court explicitly withheld decision of the question whether respondent "sustained any injury to its business" (R. 678). The Court of Appeals concluded, on the other hand, that "By detailed and persuasive evidence plaintiff has shown that . . . it has been injured in its business and property" (*infra*, p. 9a). This bare statement was the sole extent of its explication of this conclusion.

1. Rule 52(a) of the Federal Rules of Civil Procedure provides in part that, "In all actions tried upon the facts without a jury . . . , the [district] court shall find the facts specially and state separately its conclusions of law. . . . Findings of fact shall not be set aside unless clearly erroneous, and due regard shall be given to the opportunity of the trial court to judge of the credibility of witnesses." The fact-finding function is thus reposed in the trial judge. He alone has seen and heard the witnesses and lived with the case. Because of the superior insight which this stance gives him his findings are conclusive unless "clearly erroneous." This finality extends to all elements of the fact equation, whether weight, inference, or credibility.²³

²³ *Graver Tank & Mfg. Co. v. Linde Air Products Co.*, 339 U.S. 605, 609-610; *United States v. Yellow Cab Co.*, 338 U.S. 338, 341-342; *United States v. United States Gypsum Co.*, 333 U.S. 364, 394; *Walling v. General Industries Co.*, 330 U.S. 545, 550; *Anderson v. Clemens Pottery Co.*, 328 U.S. 680, 689.

including "factual inferences from undisputed basic facts. . . ." ²⁴ Where, as here, the disposition of the case adopted by the District Court does not require it to reach a further question entailing findings of fact for its resolution and the District Court therefore withholds decision, the only rightful course upon the part of the Court of Appeals upon reversal of that disposition is to remand for determination of the reserved question. Otherwise the Court of Appeals must itself assume the role of *de novo* fact-finder in derogation of the function of the District Court. To bypass the District Court deprives the litigant of the benefit of findings infused with the insight of the trial judge's personal observation and armored against reversal unless clearly erroneous.

2. While erroneously substituting itself as the finder-of-fact, the Court of Appeals failed to discharge an essential aspect of that function by omitting to "find the facts specially. . . ." Just the other day this Court censured fact-finding which was not the product of the working of the trial judge's mind, but was the mechanical adoption of the prevailing counsel's proposed findings, because such findings "do not reveal the discerning line for decision of the basic issue in the case." ²⁵ *A fortiori* is this true when there are no findings of fact at all. Findings are not only important "for the convenience of the upper courts," as the means of apprising them of just what the basis of decision is, but also "of evoking care on the part of the trial judge in ascertaining the facts. For, as every judge knows, to set down in precise words the facts as he finds them is the best way to avoid carelessness in the discharge of that duty: Often a strong impression that, on the basis of the evidence, the facts are thus-and-so gives way when

²⁴ *C.I.R. v. Duberstein*, 363 U.S. 278, 291.

²⁵ *United States v. El Paso Natural Gas Co.*, 376 U.S. 651, 656-657.

it comes to expressing that impression on paper.²⁶ That discipline is required of a court of appeals as well. When a court of appeals does have proper occasion to act as fact-finder it is therefore obligated to state its findings. *Times Mirror Co. v. N.L.R.B.*, 331 U.S. 789. Failure to do so requires vacation of the judgment and a remand "with directions to make findings of fact." *Ibid.*

3. Decision in the first instance of the question of injury by the Court of Appeals in this case strikingly reveals the indispensability of initial fact-finding by the District Court and, if indeed the Court of Appeals is to act as *de novo* fact-finder, the making of findings by it. As described by the District Court, "To establish damages resulting from the limitation on marketing hours, plaintiff introduced a study made by one of its employee accountants of differences in 9 store earnings the year before and the year after night meat operations were authorized. The study purported to show that the increase in earnings was due to the evening marketing hours for meat" (R. 668-669). While withholding final decision, the District Court expressed total skepticism concerning the validity of the study. It stated that: "The study, made by an employee who had only a single half-semester course in statistics, failed to take account of certain economic variables affecting sales and profits; the study erroneously included one store in which no change in hours occurred; a decrease in sales and earnings occurred in two stores; and the increase in earnings in another store was identical with the average increase in earnings for the same period in which there were no night operations" (R. 669).

Exploration of but one of the deficiencies noted by the District Court discloses the total untenability of the study. The District Court pointed out that the study "failed to take account of certain economic variables affecting sales

²⁶ Judge Jerome Frank, in *United States v. Forness*, 125 F. 2d 928, 942 (C.A. 2), cert. denied, 316 U.S. 694.

and profits" (R. 669). Respondent admits that the profitability of any store is a complex of many factors (R. 204-208, 211, 216, 221, 279, Tr. 297). It admits that, if night marketing hours is a factor in profitability at all, it is only one of numerous factors (R. 279-280, 205, 207, 215, 216, Tr. 416). And it admits that included among the "many, many underlying factors" entering into the profitability of a store are the locale of the store, its size, the caliber of the manager and personnel, general efficiency, population in the community, competition, advertising promotions, and plain chance (R. 208, 279). When asked how he could isolate from this complex of intangible variables the influence, if any, that an increase in night marketing hours could have, the maker of the study explained that (R. 218):

Even though, in some of the before and after situations, you see, there appeared to be even no change, I would say that by the same token that those figures have not been excluded because they do not prove the point, and just because some other figures over-prove the point, I think that is some of the factors that make up any average of specifics because you have your highs and your lows, and that is all I can tell you.

And he further explained that (R. 279):

In my judgment that if you were to take nine stores and compare them in the one year previous to a change and the one year after a change, that if you were to compare various indicatives which made up their operating performance, and that if you were to then average their performance, that the underlying net effect would show you the effect of what this one underlying factor is in most part.

The study is as senseless as the explanation.

The fallacy of the study is further shown by a much more meaningful comparison which respondent failed to make. Its thesis is that night operation of meat departments increases sales and earnings. If this is true, a com-

parison of stores which sell fresh meat after 6:00 p.m. with stores which do not sell fresh meat after 6:00 p.m. should show that the store with night operations sells more and earns more. Again on respondent's theory, any other variables which might influence the result cancel out since they would manifest themselves indiscriminately in both classes of stores, leaving only market operating hours as the determinative difference. Yet such a comparison, for the years 1958 to 1961, shows that the stores vending fresh meat after 6:00 p.m. sell about the same or less, not more, and earn much less, not more (*infra*, pp. 36a-39a). It is plainly impossible to argue validly that stores which already earn more money would earn still more money if they operated like stores which earn less money.

No one reading the opinion of the Court of Appeals can have the least idea of how it arrived at its conclusion that injury was nevertheless shown or how it accounted for the factors disproving its existence. A private antitrust suit cannot be maintained in the absence of injury caused by the violation. Injury must be "the certain result of the wrong," "definitely attributable to it." *Story Parchment Co. v. Paterson Parchment Paper Co.*, 282 U.S. 555, 562. "Certainty in the fact of damage is essential." *Palmer v. Connecticut P. & L. Co.*, 311 U.S. 544, 561. But rules of law control nothing, a record counts for nothing, and fact-finding is wholly undisciplined if all that a court needs to do to explain its result is to say that the evidence is "detailed and persuasive . . ." (*infra*, p. 9a).²⁷

VI. The Question Pertaining To The In Pari Delicto Defense

The District Court also explicitly withheld decision of the question whether respondent "was in *pari-delicto* with the defendant unions" (R. 678). But the Court of Appeals concluded that "the defense of *in pari delicto* is not avail-

²⁷ This objection obtains as well to the conclusion of the court below that interstate commerce is restrained (*supra*, pp. 37-40) and that respondent is not in *pari delicto* (*infra*, pp. 44-45).

able here" (*infra*, p. 10a). The only circumstance supporting this conclusion is that "Local 546, by secret ballot, authorized a strike if necessary to avoid night operations, by a vote of 2,253 in favor to 98 against" (R. 666).

But there is a long distance between strike authorization and a strike (*Brown Transport Corp.*, 140 NLRB 954, 957), and respondent never essayed any part of the distance. It has without deviation entered into agreements containing the limitation upon market operating hours since it began operating meat departments in the Chicago area in 1933 (R. 633). It entered into the 1957 negotiations with a full and unbroken history of participation in the limitation. In 1957, it would have been perfectly content with a modification that would have permitted one night of operation on Friday, leaving the limitation otherwise totally intact (R. 666). But even total retention of the limitation would have been satisfactory to it. Thus, at the close of the 1957 negotiations respondent offered to give up its demand for night operations if the unions would agree to female wrappers (R. 666), a proposal to have women package meat at a wage rate less than is received by an apprentice meat cutter (R. 356-357). When respondent bargained for one night of operation, and was willing to settle for none at all in exchange for female wrappers, it was *in pari delicto*.

CONCLUSION

For the reasons stated this petition for a writ of certiorari should be granted, and the case should be set down for argument in conjunction with *United Mine Workers v. Pennington*, No. 927, October Term 1963.

Respectfully submitted,

LESTER ASHER

LEO SEGALL

130 North Wells Street
Chicago 6, Illinois

BERNARD DUNAU

912 Dupont Circle Building
Washington, D. C., 20036

ROBERT C. EARDLEY

105 S. LaSalle Street
Chicago 3, Illinois

Attorneys for Petitioners

July 1964